

Exhibit A

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*Attorneys for Plaintiffs Wolves Ventures, LLC,
Aveyo Direct, LLC, and Insight Consulting, LLC*

IN THE UTAH BUSINESS AND CHANCERY COURT

WOLVES VENTURES, LLC, a Utah limited liability company, AVEYO DIRECT, LLC, a Utah limited liability company, and INSIGHT CONSULTING, LLC, a Utah limited liability company on behalf of themselves and derivatively on behalf of AVEYO SOARS, LLC, a Utah limited liability company.

Plaintiffs,

v.

SOAR ENERGY, INC., a California corporation, BRIAN DECKER, individually, CORY DECKER, individually, and MICHAEL MACHINO, individually,

Defendants.

CASE NO.: 250200016

COMPLAINT

Judge Rita Cornish

Plaintiffs Wolves Ventures, LLC, Aveyo Direct, LLC, and Insight Consulting, LLC, in their individual capacities and derivatively on behalf of Aveyo Soars, LLC (“**Aveyo Soars**” or the “**Company**”) (collectively at times, “**Plaintiffs**”), by and through counsel, hereby complain against Defendants Soar Energy, Inc., Brian Decker, Cory Decker and Michael Machino (collectively, “**Defendants**”) as follows:

SHORT STATEMENT OF THE CASE

1. Aveyo Soars was formed on December 22, 2023, with Soar Energy, Aveyo Direct, Wolves Ventures, and Insight Consulting as members. The business sought to develop aerial scanning technology to analyze structures and land to generate and assess sales leads. An Operating Agreement was entered into on or about January 20, 2024.

2. At formation, Defendant Soar Energy (the “**Majority Member**”) held a 55% ownership interest in Aveyo Soars, while Plaintiffs Aveyo Direct, Wolves Ventures, and Insight Consulting (collectively, the “**Minority Members**”) collectively held a 45% ownership interest.

3. Plaintiffs made significant capital contributions, exceeding \$1.3 million, and contributed labor resources to fund and develop Aveyo Soars’ technology (the “**Technology**”) and operations. The Technology includes pending U.S. Patent Application No. 18/882,432 (the “**Patent**”), U.S. Trademark Application Ser. No. 98/652,797, and U.S. Trademark Application Ser. No. 98/611,110, confidential information, trade secrets and other intellectual property.

4. Brian Decker has been and is Aveyo Soars’ CEO. At all relevant times, Cory Decker was Aveyo Soars’ CTO. In addition to their obvious common law duties, Brian Decker’s and Cory Decker’s employment agreements also explicitly require them to safeguard proprietary information and intellectual property of Aveyo Soars. Yet despite their officer roles and their contractual and fiduciary obligations, the Deckers and the other Defendants improperly diverted Aveyo Soars’ proprietary technology and business opportunities into a newly formed entity, PropertyFi.AI.

5. Defendants engaged in self-dealing, misappropriated funds, and violated fiduciary duties owed to Aveyo Soars and Plaintiffs.

6. Defendants even attempted to conceal their misconduct, including instructing developers to hide proprietary Technology within the Aveyo Soars platform and destroy evidence.

7. Defendants' actions have caused significant financial harm to Aveyo Soars and Plaintiffs.

JURISDICTION, VENUE AND FUTILITY OF DEMAND

8. This court has jurisdiction over this action pursuant to Utah Code Ann. §§ 78A-5-102 and 78B-3-304.

9. Venue is proper in Salt Lake County pursuant to Utah Code Ann. § 78B-3-307 because the acts giving rise to these claims occurred in this jurisdiction.

10. Plaintiffs bring this action on their own behalf and on behalf of Aveyo Soars.

11. Plaintiffs made numerous objections to Defendants' misuse of Aveyo Soars Technology and resources, including the payment of salaries and other compensation, for the benefit of PropertyFi.AI, its owners, and employees. Defendants ignored Plaintiffs' objections and threatened Plaintiffs and Plaintiffs' principals with unfounded claims of misconduct and extortion.

12. Defendant Soar Energy owns a 55% ownership interest in Aveyo Soars. Defendant Soar Energy is controlled by Defendants Brian Decker, Cory Decker, and Michael Machino. Defendant Soar Energy and the other Defendants are in a position to stop Aveyo Soars from taking any kind of legal action against Defendants Soar Energy, Brian Decker, Cory Decker, or Michael Machino.

13. In addition, because they personally profit from the misuse of Aveyo Soars' funds

and Technology, Defendants Brian Decker, Cory Decker, and Michael Machino would not allow Aveyo Soars to initiate a lawsuit against them or Defendant Soar Energy arising from the conduct alleged herein. Furthermore, Plaintiffs are adequate representatives for those similarly situated.

14. For at least these reasons, it would be futile for Plaintiffs to make a formal demand that Aveyo Soars take legal action against Defendants Soar Energy, Brian Decker, Cory Decker, or Michael Machino. It is obvious that Defendant Soar Energy would have vetoed and disallowed any such action. Plaintiffs should be allowed to proceed derivatively on behalf of Aveyo Soars.

PARTIES

15. Plaintiff Wolves Ventures is a Utah limited liability company with its principal place of business in Draper, Utah. Wolves Ventures is a member of Aveyo Soars and has an ownership interest in the Company.

16. Plaintiff Aveyo Direct is a Utah limited liability company with its principal place of business in American Fork, Utah. Aveyo Direct is a member of Aveyo Soars and has an ownership interest in the Company.

17. Plaintiff Insight Consulting is a Utah limited liability company with its principal place of business in Lehi, Utah. Insight Consulting is a member of Aveyo Soars and has an ownership interest in the Company.

18. Plaintiff Aveyo Soars is a member-managed Utah limited liability company, with its headquarters in American Fork, Utah.

19. Defendant Soar Energy is a California corporation with its principal place of

business in Temecula, California.

20. Defendant Brian Decker is an individual.

21. Defendant Cory Decker is an individual.

22. Defendant Michael Machino is an individual.

FACTS

A. Business History

23. Aveyo Soars is a development-stage company working on technologies that leverage aerial scanning technology to analyze structures and land for the purpose of generating and assessing sales leads.

24. On or about January 2024 to November 2024, Aveyo Soars focused on developing its software and technology, exploring opportunities in solar, turf, patio, roofing, insurance, mortgage, restoration, concrete, and other home and commercial industries.

25. On or about March 11, 2024, Defendants Brian Decker, Michael Machino, and Cory Decker signed employment and non-disclosure agreements with Aveyo Soars. **Exh. A.** Brian Decker's and Michael Machino's employment agreements (the "**Employment Agreements**") include non-compete clauses.

26. On or about August 14, 2024, Defendant Brian Decker, acting as CEO of Aveyo Soars, announced a strategic shift toward becoming a tech-focused lead generation company, aiming for broader industry applications.

27. Between about August 2024 and about November 2024, Defendants Brian Decker and Cory Decker, in their fiduciary capacities on behalf of Aveyo Soars, engaged with various potential business partners in roofing, insurance, and home services, including Citadel Roofing

& Solar, Sunset Solar, Service Finance, ATI, the Loan Store, RoofX, SOLO, and Turbo Insurance.

28. On or about August 26, 2024, Defendant Brian Decker emailed Nash, Gabe, and Brandon at Sunset Solar to memorialize their earlier conversation and provide additional information. **Exh. AA.** The email specifically includes *Solar Panel AI Pack*, *Roof Wizard*, *Roof Condition Score*, *High-Resolution Aerial Imagery*, and *EcoSmart Mortgage Overview* in the list of Data Packs that were pitched to Sunset Solar.

29. On or about August 26, 2024, internal discussions between the parties addressed splitting Aveyo Soars' Technology from its solar sales operations, including potential changes to ownership structures. **Exh. B.**

30. On or about September 2, 2024, Defendants submitted a work order for \$10,400 to Aveyo Soars for enhancements to the Roof Score and Roof Quote features. **Exh. C.**

31. On or about September 3, 2024, Defendant Brian Decker presented Aveyo Soars' roofing technology to Citadel, emphasizing its versatility.

32. On or about September 11, 2024, U.S. Patent Application No. 18/882,432 was assigned to Aveyo Soars and recorded with the United States Patent & Trademark Office. **Exh. D.**

33. On or about September 25, 2024, Defendants sold roofing leads to Braydon Roofing and RoofX on behalf of Aveyo Soars, showcasing the commercial use of Aveyo Soars' Technology.

34. On or about November 1, 2024, Soar Energy announced that it was ending its relationship with Aveyo Soars, seeking assignment of Aveyo Soars' Patent, and pushing for

dissolution of the Company.

B. Defendants' Unlawful Activities

35. On or about October 1, 2024, Defendants Brian Decker and Cory Decker clandestinely registered PropertyFi.AI in Arizona, initiating the diversion of Aveyo Soars' assets and opportunities.

36. On or about October 1, 2024, Defendants Brian Decker and Cory Decker held a secret meeting with Scott Couto ("**Couto**") where Defendant Brian Decker pitched the Technology and misrepresented to Couto that the Patent was held by a separate company over which he and Defendant Cory Decker have exclusive control.

37. Beginning on or about October 2, 2024, Defendants held secret meetings with other investors and potential partners, including RoofX, Turbo Insurance, Myrlin Capital, ATI, Citadel, Service Financial, and The Loan Store, to further PropertyFi.AI's development using Aveyo Soars' resources.

38. On or about October 8, 2024, Defendant Cory Decker instructed the Aveyo Soars developers to remove Disaster Scan and Roof Scan from the menus in the Aveyo Soars app (the "**App**") and associated technology. **Exh. DD.**

39. A screenshot confirms that the *Roof Scan*, a proprietary AI assistant, remains active in the App. **Exh. E.** While *Roof Scan* and *Disaster Scan* has been removed from the main menu, it is still accessible via direct URL: <https://app.soarenergy.com/admin/roof-scan>, demonstrating that the Technology is still available despite attempts to obscure its presence.

40. On or about October 12, 2024, Defendant Brian Decker showed Couto a letter of engagement with Myrlin Capital and told Couto that Myrlin Capital said they could get him

money, offering a \$20M raise for only 4% of PropertyFi.AI in ninety (90) days.

41. During the same meeting, Defendant Brian Decker misrepresented to Couto that he built all of the Technology himself and funded the developers' income out of his own pocket for the last eighteen (18) months.

42. On or about October 15, 2024, Defendant Brian Decker told Plaintiff Wolves Ventures that he planned to make an offer to buy out Plaintiff Aveyo Direct. Defendant Brian Decker: "You guys (Wolves) have done your agreement . . ."

43. On or about October 22, 2024, Defendant Brian Decker secretly met with ATI and represented that Service Finance is offering \$30 million for 30% of PropertyFi.AI. Defendant Brian Decker further stated that they are 6-8 weeks away from completing their Series A funding and that PropertyFi.AI has been valued at \$180 million.

44. On or about October 23, 2024, Defendant Brian Decker stated to Michael Roberts: "We have started the LLC [PropertyFi.AI]. We aren't doing anything with it. We're just going to sit there and the way I'm going to be able to do it is that if there is an opportunity that comes in, I'll be very honest, the way I think that could potentially roll, is ATI within hurricanes. We were looking at starting to do that and Ryan at ATI came in. On the weekend Cory and I started putting in the imaging and reporting for them. The reality is this: It's \$125-\$250 per report. If we are going to do it, I'm out of freaking money. I don't have the luxury of going in and doing something from scratch. I either have to make this work in the next 90 days, or I have to find another job. I can't keep living for free. If this with ATI turns into something, I'll bring it to us, and we can discuss it, but right now we have to focus on doing this stuff with Hoper."

45. On or about October 29, 2024, Defendant Brian Decker informed Aveyo Soars

that he no longer wanted to meet daily because he had “other things he needs to start taking care of.”

46. On or about October 29, 2024, Defendant Brian Decker met secretly with the Loan Store to pitch them the Technology for financing with solar, roofing, and restoration verticals.

47. On October 30, 2024 Defendant Cory Decker emailed Plaintiffs that he would be stepping back to focus on other income streams for himself, while requesting that Aveyo Soars pay him and other developers to continue to work until November 11, 2024.

48. On or about October 30, 2024, Defendant Brian Decker texted Plaintiff Wolves Ventures that he wanted to dissolve Aveyo Soars and put Hoper, Randy and Chris’s referral partners, and sales team revenue into a new corporation that is owned by Plaintiff Wolves Ventures, Defendant Brian Decker, a few points for Defendant Cory Decker and a few points for Defendant Michael Machino and keep it afloat with the revenue coming in. Defendant Brian Decker stated that he wants Aveyo Direct out.

49. On or about November 1, 2024, Defendant Soar Energy announced that it was ending the relationship with Aveyo Soars but still wanted to help with the Hoper contract.

50. On or about November 1, 2024, Defendant Brian Decker also announced that Defendant Cory Decker quit Defendant Soar Energy.

51. On or about November 1, 2024, Defendant Brian Decker said that he wanted the Aveyo Soars’ patent application assigned to Defendant Cory Decker.

52. On or about November 5, 2024, Defendants Brian Decker, Cory Decker, and Michael Machino met secretly with Couto and with Drew from Myrlin Capital (“**Drew**”). In the

meeting, Defendant Michael Machino said that he is not comfortable being paid by Aveyo Soars but working for PropertyFi.AI. Defendant Brian Decker reassured Defendant Michael Machino that it was okay.

53. On or about November 7, 2024, Defendant Brian Decker secretly and impermissibly transferred the Aveyo Soars sales team to The Loan Store. This crippled Aveyo Soars' ability to sell transactions.

54. On or about November 8, 2024, Defendants Brian Decker and Cory Decker met with RoofX, the roofing company that Aveyo Soars brought to the table. Defendant Brian Decker told RoofX: "This company that Cory and I have set out is not Soar Energy, it's not Aveyo Soar. That's our solar thing. That's completely separate. But obviously, keep everything on this call. Because we're going to have Cory tell you some stuff that other people don't know."

55. In the same meeting, Defendant Cory Decker explained the Aveyo Soars roof report in great detail.

56. In the same meeting, Defendant Brian Decker asserted that the law firm Wilson Sonsini told him that PropertyFi.AI is a multiple unicorn and that Defendants Brian Decker and Cory Decker were smart for not monetizing it under solar.

57. In the same meeting, Defendant Brian Decker inaccurately stated that he "started every one of my companies up, self-funded these companies and I was like, 'I'm not letting anyone come in here and get 15% of my company on this valuation. And I watched Wilson Sonsini value us at \$100 million.'"

58. On or about November 11, 2024, Defendants Brian Decker and Cory Decker met with Drew. Defendant Brian Decker stated: "Mike Roberts is requesting access to our . . . Zooms

[from the Aveyo Soars account]. I denied him, obviously. So be careful if you see those come across. What we want to do is delete all of those”

59. In the meeting of November 11, 2024, Defendant Brian Decker said he was planning to tell investors, “hey look we started PropertyFi on this and we basically gave 3% of PropertyFi to Soar Energy. Because me and Mike Machino and Cory are the majority owners between the three of us we are 80% majority. And that way it looks we took that capital and we rolled that into PropertyFi so it keeps it really clean.”

60. In the meeting of November 11, 2024, Defendant Brian Decker stated that Soar Energy’s assets were being placed under PropertyFi.AI, under 3 percent or 2 percent of its overall.

61. In the meeting of November 11, 2024, Drew said that the Loan Store is coming out to make sure Defendants Brian Decker and Cory Decker are the real deal for investing into PropertyFi.AI.

62. In the meeting of November 11, 2024, Defendant Brian Decker said that the Loan Store is investing [in PropertyFi.AI] no matter what, based on the Deckers misrepresentations to the Loan Store that the Aveyo Soars’ Technology is owned by PropertyFi.AI.

63. On or about November 11, 2024, Plaintiffs sent a demand letter (“**Demand Letter**”) to Defendants to put them on notice of the following claims: (1) Improper Appropriation of Corporate Opportunities, (2) Unfounded Ownership Claims Over Aveyo Soars’ Technology, (3) Misuse of Minority Members’ Contributions, (4) Ownership of Patent Application and Intellectual Property, (5) Self-Dealing and Breach of Fiduciary Duties. **Exh. F.**

64. The Demand Letter included a Notice of Litigation Evidence Hold as a formal

directive to preserve all documents, communications, and electronically stored information potentially relevant to the matter described in the letter. **See Exh. F.**

65. On or about November 21, 2024, Plaintiffs received a response (“**Response Letter**”) from Soar Energy to the Demand Letter demanding that Plaintiffs “immediately destroy” all Zoom recordings obtained from the Zoom account (“**Zoom Account**”). **See Exh. G.**

66. On or about November 26, 2024, Plaintiffs sent a reply letter (“**Reply Letter**”) to Soar Energy asserting that Plaintiffs had full lawful access to the Zoom Account, which was paid for by Aveyo Soars and that Mikaela Roberts logged onto using her own credentials and lawful authority.

67. In addition, the Reply Letter asserted:

- (a) Aveyo Soars funded and developed the technology being marketed by PropertyFi.AI.
- (b) PropertyFi.AI is pursuing business opportunities also pursued by Aveyo Soars.
- (c) Breach of various employment, non-disclosure and non-compete agreements by Defendants Brian Decker, Cory Decker, and Michael Machino.
- (d) Destruction of evidence in violation of the previous Notice of pending litigation.

68. Defendant Soar Energy filed Arbitration Case 01-24-0008-9433, AAA, against Plaintiffs, asserting that Plaintiffs “breached the Company’s Operating Agreement, including by failing and refusing to meet certain required funding obligations.” Simultaneously, Defendants Brian Decker, and Cory Decker, and PropertyFi.AI filed Case No. 106487955, Third District

Court, Judge Robert Faust, against Michael Roberts, Tobi Roberts, and Mikaela Roberts (collectively, the “**Roberts**”). This filing effectuated a waiver of any right to arbitrate, even though the Deckers months later sought to avoid waiver by dismissing the case.

69. Defendants’ acts are causing and, unless restrained, will continue to cause damage and immediate irreparable harm to Plaintiffs and to their valuable reputation and goodwill with the consuming public for which Plaintiffs have no adequate remedy at law.

FIRST CLAIM FOR RELIEF
Breach of Fiduciary Duty and Self-Dealing
(All Plaintiffs (both Derivative and Direct) against all Defendants)

70. Plaintiffs repeat and reallege the allegations in the preceding paragraphs.

71. As the Majority Member of member-managed Aveyo Soars, Defendant Soar Energy owes fiduciary duties to Aveyo Soars and its Minority Members, including duties of loyalty, care, and good faith.

72. As the CEO of Aveyo Soars, Defendant Brian Decker also owes fiduciary duties to Aveyo Soars and its Minority Members, including duties of loyalty, care, and good faith.

73. As employees of Aveyo Soars, Defendants Cory Decker and Michael Machino also owe fiduciary duties to Aveyo Soars and its Minority Members, including duties of loyalty, care, and good faith.

74. Defendants breached these duties by, among other things, misappropriating corporate assets, engaging in self-dealing, and usurping corporate opportunities.

75. Defendants’ conduct was intentional, fraudulent, and designed to benefit themselves at the expense of Plaintiffs.

76. As a direct result, Plaintiffs suffered economic harm, loss of business

opportunities, and reputational damage.

77. Defendants' breaches of fiduciary duty and self-dealing have resulted in damages to the Company and Plaintiffs in an amount to be proven at trial.

78. Defendants' conduct has been undertaken in bad faith and in reckless disregard of and wanton indifference towards the rights of Plaintiffs, thereby entitling Plaintiffs to an award of punitive or exemplary damages.

79. Through their actions, Defendants have significantly and irreparably damaged Plaintiffs. Unless restrained, Defendants' actions will continue to cause irreparable injury to Plaintiffs and to their goodwill and reputation that cannot be adequately compensated by monetary damages.

SECOND CLAIM FOR RELIEF

Breach of Operating Agreement and Aiding and Abetting Breach of Operating Agreement (All Plaintiffs (both Derivative and Direct) against all Defendants)

80. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs.

81. The Operating Agreement is an agreement between Plaintiffs and Defendant Soar Energy.

82. Section 7 of the Operating Agreement requires, during each quarterly period, allocation of the net profits and net losses of the Company (derived from Cash Receipts and/or Capital Transactions) to be applied to, among other things, the capital accounts of each member in proportion to the members' percentage interests.

83. Section 8 of the Operating Agreement requires members to maintain complete and accurate records and books of the Company's transactions. Within seventy-five (75) days

after the end of the fiscal year, an annual report is required to be furnished to members that includes the amount of each member's share of the Company's income, gain, losses, deductions, and other relevant items.

84. Section 10 of the Operating Agreement requires unanimous member consent for significant Company decisions, including intellectual property transfers and changes in business strategy.

85. Section 12 of the Operating Agreement prohibits any member of the Company from assigning, pledging, hypothecating, transferring, or otherwise disposing of all or any part of their interest in the Company, including the capital, profits or distributions of the Company, without the unanimous vote of the members.

86. Section 13 of the Operating Agreement requires a member to first offer to sell and convey their interest to other members of the Company before selling, transferring, or otherwise disposing of all or any part of their interest in the Company to a third party.

87. Defendant Soar Energy has engaged in activities that constitute a material breach of express and implied obligations under the Operating Agreement, including, but not limited to:

- (a) failing to disclose to Plaintiffs material business activities;
- (b) unilaterally diverting money and labor resources away from Aveyo Soars;
- (c) unlawfully asserting ownership of the Company's Patent, Technology, and other intellectual property and assets;
- (d) unilaterally licensing the Company's Patent, Technology, and other intellectual property to third parties;
- (e) transferring substantially all of the assets and business of Aveyo Soars to

PropertyFi.AI;

(f) failing to maintain complete and accurate records and books of Defendants' transactions;

(g) failing to furnish Plaintiffs of records of Defendants' Capital Transactions;

(h) failing to distribute the Company's pro-rata net profits to Plaintiffs' capital accounts;

(i) assigning, pledging, hypothecating, transferring, and/or otherwise disposing of the capital, profits, and/or distributions of the Company to PropertyFi.AI; and

(j) failing to provide pre-emptive rights or rights-of-first refusal to Plaintiffs regarding licensing or transferring ownership interests to PropertyFi.AI;

all without authorization or consent from Plaintiffs.

88. Defendants Brian Decker, Cory Decker, and Michael Machino, while employed by Aveyo Soars, knowingly and substantially assisted, facilitated, and participated in Soar Energy's breaches of the Operating Agreement by engaging in and enabling the conduct described in Paragraph 87. Their actions constitute aiding and abetting Soar Energy's breaches of its obligations under the Operating Agreement.

89. Plaintiffs have fully complied with all obligations under the Operating Agreement and have not engaged in any conduct that would constitute a breach thereof.

90. As a result of these breaches and the aiding and abetting thereof, Plaintiffs have been damaged and are entitled to an award of damages in an amount to be determined at trial.

THIRD CLAIM FOR RELIEF
Declaratory Relief
(All Plaintiffs (both Derivative and Direct) Against all Defendants)

91. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs.

92. Plaintiffs seek enforcement of the Operating Agreement, including declaratory relief confirming Aveyo Soars' ownership of the Patent, Technology, and other proprietary information and assets.

FOURTH CLAIM FOR RELIEF
Breach of Contract
(Derivative Against Defendants Brian Decker, Cory Decker, and Michael Machino)

93. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs.

94. Defendants Brian Decker, Cory Decker, and Michael Machino each entered into employment agreements with Plaintiff Aveyo Soars containing confidentiality, non-compete, and non-solicitation provisions.

95. Defendants Brian Decker, Cory Decker, and Michael Machino breached these agreements by engaging in competing business activities for the benefit of PropertyFi.AI, misappropriating Aveyo Soars' Patent and proprietary Technology, and soliciting Aveyo Soars' employees and clients.

96. Plaintiffs have fully complied with all obligations under these employment agreements and have not engaged in any conduct that would constitute a breach thereof.

97. Plaintiffs seek damages for lost business in an amount to be proven at trial, enforcement of the agreements, and injunctive relief prohibiting further breaches.

FIFTH CLAIM FOR RELIEF
Breach of Utah Code Ann. §§ 48-3a-404, -405, and -406
(All Direct Plaintiffs Against All Defendants)

98. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs.

99. Under Utah Code Ann. ¶ 48-3a-404, any distributions made by Aveyo Soars “must be in equal shares among the members.”

100. By engaging in the improper actions alleged herein, Defendants have conspired to create the illusion that Aveyo Soars has no income or net profits and, therefore, no requirement to make distributions as required by Utah Code Ann. §§ 48-3a-405 and -406.

101. By engaging in the improper actions alleged herein, Defendants have diverted the income of Aveyo Soars to their benefit at the exclusion of Plaintiffs, thus constituting a disproportionate distribution to Defendants in violation of Utah Code Ann. § 48-3a-404.

102. Plaintiffs have been damaged by Defendants’ breach of §§ 48-3a-404, -405, and -406 in an amount to be proven at trial, plus reasonable attorney fees and costs.

SIXTH CLAIM FOR RELIEF
Misappropriation of Trade Secrets
(Utah Uniform Trade Secrets Act – Utah Code Ann. § 13-24-1, et seq.)
(Derivative Against All Defendants)

103. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs.

104. Aveyo Soars developed proprietary technology, including, but not limited to, AI-based roofing analysis tools and lead scoring and generation algorithms, constituting trade secrets under Utah law.

105. Defendants knowingly acquired and used these trade secrets without

authorization, leveraging them to build PropertyFi.AI. *See* ¶ 39, **Exh. DD**.

106. Defendants' actions were willful and malicious, justifying exemplary damages.

107. Plaintiffs further seek injunctive relief preventing Defendants from further use or disclosure of Aveyo Soars' trade secrets and damages under Utah Code Ann. § 13-24-4.

SEVENTH CLAIM FOR RELIEF
Fraudulent Misrepresentation
(All Plaintiffs (Derivative and Direct) against all Defendants)

108. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs.

109. Defendants made false statements to Plaintiffs about their intentions and activities with respect to developing and marketing the Patent and Technology. *See* ¶¶ 42, 44, 47, 51.

110. Defendants also made false statements to Plaintiffs about the formation and activities of PropertyFi.AI. *See* ¶ 44.

111. Defendants made the statements knowing they were false or made the statements recklessly and without regard for their truth.

112. Defendants intended that Plaintiffs would rely on the statements.

113. Plaintiffs reasonably relied on the statements.

114. Plaintiffs suffered damages as a result of relying on the statements and are entitled to an award of damages in an amount to be determined at trial, plus reasonable attorney fees and costs.

EIGHTH CLAIM FOR RELIEF
Negligent Misrepresentation
(All Plaintiffs (Derivative and Direct) against all Defendants)

115. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set

forth in the preceding paragraphs.

116. Defendants represented to Plaintiffs that certain facts about their intentions and activities with respect to marketing and developing the Patent, Technology, and other intellectual property and assets were true.

117. Defendants' representations of fact were not true.

118. Defendants failed to use reasonable care to determine whether the representations were true.

119. Defendants were in a better position than Plaintiffs to know the true facts.

120. Defendants had a financial interest in the transaction(s);

121. Plaintiffs relied on Defendants' representations and it was reasonable for them to do so.

122. Plaintiffs suffered damage as a result of relying on Defendants' representations and are entitled to damages in an amount to be determined at trial.

**NINTH CLAIM FOR RELIEF
Usurpation of Corporate Opportunity
(Utah Code Ann. § 48-3a-409)
(Derivative against All Defendants)**

123. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs.

124. Defendant Soar Energy, as the Majority Member of member-managed Aveyo Soars, and Defendants Brian Decker, Cory Decker, and Michael Machino, as principals of Soar Energy and fiduciaries of Aveyo Soars, owe a duty of loyalty to Aveyo Soars.

125. Defendants exploited business opportunities identified and developed by Aveyo Soars and transferred all benefit of those opportunities to PropertyFi.AI.

126. Defendants failed to disclose these opportunities to Aveyo Soars and instead pursued them independently.

127. Defendants further improperly diverted corporate opportunities that rightfully belong to Plaintiffs, which undermined Aveyo Soars.

128. Defendants violated their duty of loyalty to Aveyo Soars by:

(a) failing to account to Plaintiffs and to hold as trustee for it any property, profit, or benefit derived by Defendants;

(b) failing to refrain from competing with the Aveyo Soars by pitching the Patent, Technology, and other intellectual property and assets to investors on behalf of PropertyFi.AI before Aveyo Soars had been dissolved;

(c) failing to refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law; and/or

(d) failing to exercise their rights under the Operating Agreement consistently with the contractual obligation of good faith and fair dealing.

129. Aveyo Soars did not authorize or ratify any of Defendants' disloyal actions.

130. Aveyo Soars seek damages and equitable relief requiring Defendants to disgorge profits derived from the misappropriated opportunities.

131. Defendants' disloyal actions have damaged and will continue to damage Plaintiffs irreparably. Plaintiffs have suffered damage to their goodwill and reputation in the marketplace that money cannot compensate.

132. Due to Defendants' actions, Aveyo Soars has no adequate remedy at law and are further entitled to an injunction restraining Defendants from engaging in further acts of unfair

competition.

TENTH CLAIM FOR RELIEF
Unjust Enrichment (Pled in the Alternative)
(All Plaintiffs (Derivative and Direct) Against All Defendants)

133. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs, except to the extent they may be inconsistent with this alternative claim.

134. To the extent that no express contract is found to govern the subject matter of this dispute, Plaintiffs assert this claim for unjust enrichment in the alternative.

135. Defendants knowingly accepted and retained benefits conferred by Plaintiffs, including Plaintiffs' labor, Patent, Technology, other intellectual property, and financial contributions, without providing adequate compensation.

136. Defendants' retention of these benefits under the circumstances would be unjust and inequitable, resulting in Defendants' unjust enrichment at Plaintiffs' expense.

137. Such acts and omissions were the actual and proximate cause of harm to Plaintiffs.

138. As a result of Defendants' conduct, Plaintiffs suffered damages in an amount to be determined at trial.

139. Plaintiffs seek restitution and disgorgement of all benefits obtained by Defendants through unjust means.

ELEVENTH CLAIM FOR RELIEF
Civil Conspiracy (Pled in the Alternative)
(All Plaintiffs (Derivative and Direct) Against All Defendants)

140. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set

forth in the preceding paragraphs, except to the extent they may be inconsistent with this alternative claim.

141. To the extent no express contract or other legal remedy is found to govern the subject matter of this dispute, Plaintiffs assert this claim for civil conspiracy in the alternative.

142. Defendants acted in concert to unlawfully divert assets and opportunities rightfully belonging to Aveyo Soars, and to the detriment of all Plaintiffs.

143. Defendants engaged in overt acts in furtherance of their conspiracy, including forming Defendant PropertyFi.AI and attempting to conceal their misconduct from Plaintiffs.

144. Plaintiffs suffered economic and reputational harm as a result of Defendants' conspiracy.

145. Plaintiffs seek damages in an amount to be proven at trial and any additional equitable relief deemed appropriate.

**TWELFTH CLAIM FOR RELIEF
Conversion (Pled in the Alternative)
(Derivative Against All Defendants)**

146. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs, except to the extent they may be inconsistent with this alternative claim.

147. To the extent no express contract or other legal remedy is found to govern the subject matter of this dispute, Plaintiffs assert this claim for conversion in the alternative.

148. Defendants wrongfully exercised control over Aveyo Soars' property, including its Patent, Technology, trade secrets and other intellectual property, customer data, lead data, labor resources, and financial resources.

149. Defendants diverted revenue streams and corporate assets of Plaintiffs for personal gain.

150. Plaintiffs seek damages equal to the value of the converted property and all diverted funds, in addition to any profits resulting from Defendants' wrongful actions.

THIRTEENTH CLAIM FOR RELIEF
Removal of a Member – Utah Code Ann. § § 48-3a-602, 801
(Against Defendant Soar Energy)
(Direct)

151. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs.

152. Defendant Soar Energy engaged in conduct detrimental to Aveyo Soars, including breaching its fiduciary duties and diverting corporate opportunities that rightfully belong to Aveyo Soars.

153. Under Utah law, a member may be removed if their actions are wrongful and injurious to the Company.

154. Plaintiffs seek an order removing Defendant Soar Energy as a member of Aveyo Soars and preventing further harm to the Company.

FOURTEENTH CLAIM FOR RELIEF
Spoliation of Evidence
(All Plaintiffs (Derivative and Direct) Against All Defendants)

155. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs.

156. Defendants had a duty to preserve evidence relevant to the disputes described in this Complaint, including but not limited to documents, communications, and electronically stored information pertaining to Aveyo Soars' proprietary Technology, business dealings, and

financial records.

157. Plaintiffs issued a Notice of Litigation Evidence Hold to Defendants, explicitly directing them to preserve all such evidence. **Exh. F.**

158. Despite this Notice, Defendants took deliberate actions to destroy, conceal, or otherwise make unavailable evidence material to this litigation. For example, on or about November 11, 2024, Defendant Brian Decker instructed others to “delete all of those” Zoom recordings that were critical to understanding the scope of Defendants’ misconduct.

159. Defendants’ actions constitute spoliation of evidence and have materially prejudiced Plaintiffs’ ability to prosecute their claims.

160. As a result of Defendants’ spoliation of evidence, Plaintiffs are entitled to appropriate sanctions, including but not limited to adverse inference instructions, monetary penalties, and any other relief the Court deems just and proper.

FIFTEENTH CLAIM FOR RELIEF
Violation of Rule 10b-5 of the Securities Exchange Act of 1934
(C.F.R. § 240.10b-5)
(All Plaintiffs (Derivative and Direct) Against All Defendants)

161. Plaintiffs repeat, reallege, and incorporate by reference herein the allegations set forth in the preceding paragraphs.

162. Defendants, directly and indirectly, by use of the means and instrumentalities of interstate commerce, and in connection with the purchase and sale of securities, knowingly or recklessly:

- (a) employed devices, schemes, and artifices to defraud;
- (b) made untrue statements of material fact and omitted to state material facts necessary in order to make the statements made, in light of the circumstances under

which they were made, not misleading; and

(c) engaged in acts, practices, and courses of business which operated as a fraud and deceit upon Plaintiffs, in violation of Rule 10b-5 of the Securities Exchange Act of 1934, 17 C.F.R. § 240.10b-5 (“Rule 10b-5”).

163. Specifically, Defendants made false and misleading statements regarding the ownership, development, and commercialization of Aveyo Soars' Technology and the formation and activities of PropertyFi.AI, with the intent of inducing Plaintiffs to continue investing funds and labor into Aveyo Soars.

164. Defendants' fraudulent conduct caused Plaintiffs to rely to their detriment, resulting in substantial financial harm and loss of business opportunities.

165. As a direct and proximate result of Defendants' violations of Rule 10b-5, Plaintiffs have suffered damages in an amount to be proven at trial and are entitled to all available remedies, including compensatory damages, rescission, punitive damages, and attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs requests judgment against Defendants as follows:

1. **Breach of Fiduciary Duty and Self-Dealing:** (1) awarding Plaintiffs compensatory damages in an amount to be determined at trial; (2) awarding Plaintiffs an award of punitive or exemplary damages for Defendants' willful and malicious actions; and (3) granting an injunction preliminarily and permanently enjoining Defendants, their employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries, and assigns, and all of those in active concert and participation with any of the foregoing persons and entities who

receive actual notice of the Court's order by personal service or otherwise from:

- (a) engaging in further acts of self-dealing;
- (b) engaging in further use, development, or dissemination of Aveyo Soars' proprietary technology;
- (c) engaging in further use or disclosure of Aveyo Soars' trade secrets; and
- (d) engaging in further acts of unfair competition;

2. **Breach of Operating Agreement and Aiding and Abetting Breach of Operating Agreement:** 1) awarding Plaintiffs compensatory damages in an amount to be determined at trial; (2) awarding Plaintiffs an award of punitive or exemplary damages for Defendants' willful and malicious actions; (3) ordering injunctive relief prohibiting further breaches;

3. **Declaratory Relief:** (1) ordering enforcement of the Operating Agreement; and (2) confirming Aveyo Soars' exclusive ownership of the Patent, Technology, and all other developed technology and intellectual property.

4. **Breach of Employment Contracts:** (1) awarding Plaintiffs compensatory damages for lost business in an amount to be determined at trial; (2) awarding Plaintiffs an award of punitive or exemplary damages for Defendants' willful and malicious actions; and (3) ordering injunctive relief prohibiting further breaches;

5. **Breach of Utah Code Ann. §§ 48-3a-404, -405, and -406:** awarding Plaintiffs damages in an amount proven at trial;

6. **Misappropriation of Trade Secrets:** (1) awarding Plaintiffs damages in an amount proven at trial; (2) awarding Plaintiffs an award of punitive or exemplary damages for

Defendants' willful and malicious actions; and (3) granting an injunction preliminarily and permanently enjoining Defendants from further use or disclosure of Aveyo Soars' trade secrets;

7. **Fraudulent Misrepresentation:** (1) awarding Plaintiffs compensatory damages in an amount to be determined at trial; and (2) awarding Plaintiffs an award of punitive or exemplary damages for Defendants' willful and malicious actions;

8. **Negligent Misrepresentation:** awarding Plaintiffs damages in an amount to be determined at trial;

9. **Usurpation of Corporate Opportunity:** awarding Plaintiffs damages in an amount to be determined at trial;

10. **Unjust Enrichment (Pled in the Alternative):** (1) awarding Plaintiffs damages in an amount to be determined at trial; and (2) ordering restitution and disgorgement of all benefits obtained by Defendants through unjust means;

11. **Civil Conspiracy (Pled in the Alternative):** awarding Plaintiffs damages in an amount to be determined at trial;

12. **Conversion (Pled in the Alternative):** (1) ordering a complete audit of revenues and profits derived from Aveyo Soars' misappropriated intellectual property and assets; (2) ordering the immediate return and restitution of misappropriated intellectual property, funds, and assets to Aveyo Soars; and (3) awarding Plaintiffs damages in an amount to be determined at trial;

13. **Removal of a Member:** ordering the removal of Defendant Soar Energy as a member of Aveyo Soars;

14. **Spoliation of Evidence:** ordering an adverse inference instruction and monetary

penalties against Defendants;

15. **Violation of Securities Exchange Act:** awarding Plaintiffs compensatory damages, rescission, and punitive damages in an amount to be determined at trial;

16. Awarding Plaintiffs attorneys' fees and costs;

17. Awarding Plaintiffs interest, including prejudgment and post-judgment interest, on the foregoing sums; and

19. Granting Plaintiffs such other and further relief as the Court may deem just and proper.

DATED this 21st day of March, 2025.

Respectfully submitted,

KB&A

/s/Chad S. Pehrson
Chad S. Pehrson
Alexis Nelson
Attorneys for Plaintiffs

EXH. A
to
Complaint

Condition of Employment

VertiSource HR, (hereinafter referred to as "VertiSource HR ") located at 6985 Union Park Center, Suite 100, Cottonwood Heights, UT., 84047 is duly incorporated in Utah to provide payroll services to employers.

Employee Name: Brian Decker (hereinafter referred to as the "Employee")

Employer Name: Aveyo Soars (hereinafter referred to as the "Employer")

Employee is hereby employed as a(n) CEO to work at/for the above referenced Employer.

1. Employee agrees at all times to conform to the policies and rules of the Employer.
2. Employee hereby acknowledges and agrees that Employee's position, title, duties, location of work, compensation and/or responsibilities may be modified at Employer's sole and absolute discretion.
3. Employee hereby acknowledges and agrees that Employee's employment is at-will, continuing for an indefinite period, subject to termination at any time, by either Employee or the Employer for any reason, with or without cause, by giving notice to the other, and employment shall terminate upon the giving of such notice. Employee understands and agrees that nothing herein is intended to constitute a contract of continued employment.
4. Employee hereby acknowledges and agrees that any dispute, controversy or claim arising out of, involving, affecting or related in any way to Employee's representations under this document or a breach of any agreement to which Employee is a party, or in any way arising out of, involving, affecting or related to Employee's employment or the conditions of employment or the termination of employment, or in any way arising out of, involving, affecting or related to any assignment or termination of any assignment with/at/for Employer, including but not limited to disputes, controversies or claims arising out of or related to the actions of Employer, and/or Employer's other employees, under Federal and/or State laws, shall be resolved by final and binding arbitration, pursuant to the Federal Arbitration Act, in conformity with the procedures and the applicable rules of the American Arbitration Association in the state where Employee is or was last employed by Employer. The arbitrator shall be entitled to award reasonable attorney's fees and costs to the prevailing party. The award shall be in writing, signed by the arbitrator, and shall provide the reasons for the award. Judgment upon the arbitrator's award may be filed in and enforced by any court having jurisdiction. This Agreement to Arbitrate Disputes does not prevent Employee from filing a charge or claim with any governmental administrative agency as permitted by applicable law.
5. Employee hereby acknowledges and agrees that, during any period for which Employer fails to pay any service fees to VertiSource HR, Employer will be fully and solely responsible for Employee's compensation during such period. Employee hereby waives and releases any claim for liability



against VertiSource HR as a result of Employer's failure to pay such fees.

6. Employee hereby acknowledges and agrees that Employee's employment is at the mutual consent of Employee and Employer. Consequently, both Employee and/or Employer may terminate Employee's employment relationship at any time, with or without cause or notice. Employer's employment is expressly at will and can be terminated at any time for any reason.
7. Employee hereby acknowledges and agrees that it has received or will receive access to Employer's Employee Handbook, and that Employee shall abide and be bound by the policies and procedures therein set forth.
8. Should Employee need to contact VertiSource HR for any reason, Employee may contact the VertiSource HR at (877) 565-3084 or (801) 566-3084.
9. Employee hereby fully authorizes, instructs, designates, and empowers VertiSource HR to offset any amounts owed to VertiSource HR and/or Employer for any advances, insurance premiums, or other amounts credited to Employee through payroll that are later determined to be more than the correct amount due to Employee, by deducting such amounts owed from Employee's subsequent payroll checks, unless prohibited by state law in which the Employee works. Should any such offset or deduction result in payment to Employee for less than the minimum wage, such offset or deduction may be spread over multiple checks to ensure that Employee is paid at least the applicable minimum wage.
10. Employee acknowledges and agrees that, if any term or provision herein is held for any reason to be invalid, void, or unenforceable, the remainder of the provisions herein shall nevertheless remain in full force and effect.
11. Employee acknowledges and agrees that any amendment, modification, or variation in terms herein must be in writing and signed by an officer of VertiSource HR; which excludes any and all on-site supervisor/manager or Employer as such individuals are not authorized to amend, modify, or vary these terms. Employee will execute and deliver all such other further instruments and documents as may be necessary, in the opinion of the Employer, to carry out the purposes herein described. Employee's obligations described herein may be assigned by VertiSource HR or by Employer.
12. While employed by the Employer, Employee acknowledges and agrees that Employee may have access to and become acquainted with secrets, confidential information, and various trade secrets, such as employee or customer information, formulas, patterns, Ideas, devices, processes, software programs, finances, and any and all other confidential intellectual property of Employer or of VertiSource HR, which are owned by them or used in the operation of their business. Employee agrees not to disclose any of these and not to use them in any way, while either employed by the Employer or at any time thereafter, except as expressly required in the course of Employee's employment.



Condition of Employment—*Employee Acknowledgement*

Employee hereby acknowledges and agrees that this document is comprehensive, and that neither Employer nor VertiSource HR are making any representations, warranties, terms, covenants, or conditions regarding Employee's employment. By signing below, Employee acknowledges that Employee has read and agreed to the above and to the additional terms of this document and understands that it is Employee's responsibility to provide all necessary documents to establish Employee's employment status with my Employer.

Brian Decker

Employee Name

March 11, 2024

Date



Signed with DocuSign — 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



Equal Employment Opportunity Policy

The Company is an Equal Opportunity Employer and thereby determines all employment decisions on the basis of merit. Therefore, it is the Company's policy to prohibit any unlawful discrimination based on actual or perceived race (*including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists*), ethnicity, religion, color, national origin, ancestry, citizenship status, sex (*including childbirth, breast feeding, and related medical conditions*), gender, gender identity or expression, pregnancy, disability, age, protected medical condition, marital status, uniform service member and veteran status, sexual orientation, genetic information or any other protected status in accordance with all federal, state or local laws.

All such discrimination is unlawful.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the Company's operations and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact their supervisor, manager or VertiSource HR's Human Resources Department and request such an accommodation. The individual with the disability should specify what accommodation they will need to perform the job. The Company will then investigate to identify the barriers that may interfere with the equal opportunity of the applicant or employee to perform the job. The Company will identify possible accommodations, if any, that will help eliminate the limitation and if the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

If an Employee believes to have been subjected to any form of unlawful discrimination, they must submit a written complaint to their supervisor, manager, or VertiSource HR's Human Resources Department. The Employee's complaint should be specific and include the names of any witnesses or individuals involved. If the Employee needs assistance with their complaint, or if they prefer to make a complaint in person, contact VertiSource HR Human Resources Department for assistance. VertiSource HR will notify and work with the Company to immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.



If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. The Company will not retaliate against the employee for filing a complaint and will not knowingly permit retaliation by supervisory or managerial employees or by any fellow coworkers.

The Company is required to comply with all federal, state and local laws, regulations and programs.



Equal Employment Opportunity Policy—*Employee Acknowledgement*

I, Brian Decker have received my copy of the Company's Equal Employment Opportunity Policy. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.

I have read and agree to follow the Company's Equal Employment Opportunity Policy I have received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.

Brian Decker

Employee Name

March 11, 2024

Date



Signed with DocuSign — 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



EEO-1 Voluntary Self Identification Form

(Utah)

The Company is an Equal Employment Opportunity employer and is committed to providing equal opportunity in employment, including but not limited to selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. The Company prohibits discrimination in employment based on race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), religion, color, sex, pregnancy (including breast feeding and related medical conditions), national origin, citizenship status, uniform service member status, age, genetic information, disability, and for employees working in Utah, ancestry, ethnicity, gender identity and expression, sexual orientation, marital status, protected medical condition, or any other protected status in accordance with all applicable federal, state and local laws.

This voluntary survey assists us in complying with state and federal government record-keeping, reporting, and other legal requirements. We make periodic reports to the federal government regarding the data below. Your completion of this Voluntary Survey is optional. If you choose to volunteer the requested information, please note that this form is kept in a Confidential File and is not a part of your Application for Employment or personnel file.

Name <i>(Last, First, Middle Initial)</i> Decker, Brian J		Job Title <i>(Duty Position)</i> CEO
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonbinary	Date Completed March 11, 2024

Race/Ethnicity *(Please check one of the descriptions below corresponding to the ethnic group with which you identify.)*

- ☐ **Hispanic or Latino** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- ☐ **White (Not Hispanic or Latino)** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.
- ☐ **Black or African American (Not Hispanic or Latino)** A person having origins in any of the black racial groups of Africa.
- ☐ **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** A person having origins in any of the peoples of Hawaii, Guam, Samoa or other Pacific Islands.
- ☐ **Asian (Not Hispanic or Latino)** A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- ☐ **American Indian or Alaska Native (Not Hispanic or Latino)** A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment.
- ☐ **Two or More Races (Not Hispanic or Latino)** All persons who identify with more than one of the above five races.
- ☐ If you choose not to self-identify, please check box. *(If you decline to self-identify, employment records or observer identification may be used.)*



Notice Regarding The Company's Policy Against Unlawful Harassment, Discrimination, and Retaliation

The Company is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. Further to this commitment, we strictly prohibit all forms of unlawful discrimination and harassment, which includes discrimination and harassment on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), religious creed (including religious dress and grooming practices), ancestry, ethnicity, gender identity and expression, marital status, protected medical condition, reproductive health decision-making, medical leave or other types of protected leave (including requesting or taking approved leave under the FMLA), domestic violence victim status, political affiliation, or any other category protected by applicable local, state or federal law.

This policy against unlawful harassment, discrimination, and retaliation applies to all employees of the Company, including supervisors and managers. It also applies to all customers, vendors, and independent contractors, as well as to unpaid interns and volunteers (all of whom are designated for purposes of this policy only as "Business Associates"). We prohibit managers, supervisors and employees from harassing subordinates or co-workers as well as the Company's Business Associates. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. In addition, we prohibit Business Associates from harassing employees, unpaid interns, and volunteers.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct, including harassment based on sex, gender, gender transition, gender identity or expression, or sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests or comments;
- Electronically sending or posting sexually-related text-messages, videos or images;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's appearance, or anatomy, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, impeding or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and



- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine, or a female is too masculine.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning race, color, religion, national origin, age or other protected characteristic includes:

- Slurs, insults, and any other offensive remarks;
- Joking, mocking, or ridiculing conduct, whether written, verbal, or electronic;
- Threats, intimidation, horseplay, and other menacing behavior;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes;
- Electronically sending or posting harassing text messages, videos, or images; and
- Other conduct based on one or more of the protected categories identified in this policy.

If you have any questions about what constitutes prohibited harassing behavior, ask your supervisor or VertiSource HR Human Resources.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity; and
- Assisting another employee who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices. In addition, the Company will not penalize or retaliate against an employee who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or accommodations in the workplace to ensure the employee's safety and well-being.



What Should You Do If You Feel You Are Being, Or Have Been, Harassed, Discriminated Against, or Retaliated Against

If you feel that you are being harassed, discriminated against, or retaliated against in violation of this policy by any employee, supervisor, manager, or Business Associate of the Company, you should immediately contact VertiSource HR, Human Resources. In addition, if you observe harassment by another employee, supervisor, manager or Business Associate of the Company please report the incident immediately to the individuals above.

Supervisors who receive any complaint of harassment, discrimination or retaliation must promptly report such complaint to VertiSource HR Human Resources.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to the Company's attention so that we can take whatever steps are necessary to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated, as promptly as possible by an impartial and qualified person, and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits employees from refusing to cooperate with internal investigations and the internal complaint procedure. All complaints of unlawful harassment which are reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

The Utah Antidiscrimination and Labor Division's (ULAD) may also investigate and process complaints of harassment. Violators are subject to penalties and remedial measures that may include sanctions, fines, injunctions, reinstatement, back pay, and damages. The number is (801) 530-6800.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.



Policy Against Unlawful Harassment, Discrimination, and Retaliation —*Employee Acknowledgement*


I, Brian Decker have received my copy of the Company's Policy Against Unlawful Harassment, Discrimination and Retaliation. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.

I have read and agree to follow the Company's Policy Against Unlawful Harassment, Discrimination and Retaliation I have received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.

If I currently work in a supervisory or managerial position, or if I am ever promoted to such position, in the event I know of or have reason to know of any act of harassment or the existence of a hostile, intimidating or offensive work environment in the workplace, I will report it to the appropriate management contact(s) and will cooperate completely in the investigation of any claims of harassment without retaliation against any person for making a complaint of harassment.

Brian Decker
Employee Name

March 11, 2024
Date


Signed with DocuSign — 0242ac120002
Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



Drug Free Workplace Policy

The Company has a standard of conduct which prohibits the sale, purchase, possession, use or distribution of illegal drugs, alcohol, or illegal substances by Employees while at work, while on its Employers' worksites, or while operating an assigned vehicle or equipment (including Company owned and any private vehicles used for the Employer's business, or vehicles parked on the worksite premises). Employees are expected to be in suitable mental and physical condition at work, capable of performing their jobs satisfactorily and behaving properly.

It is the goal of the Company to maintain a drug-free workplace. To that end, the Company has adopted the following policies:

1. The unlawful manufacture, sale, possession, distribution or use of illegal substances or alcohol at any worksite, during work hours, while operating an assigned vehicle, or during non-working time where such activities would affect the reputation of the Company to the general public or threaten its integrity, is strictly prohibited.
2. This policy excludes over the counter or legally prescribed medication to the extent that the use of such medications does not adversely affect the Employee's judgment, performance, behavior, safety, or the safety of others. Employees must consult with management prior to using prescription medication while working.
3. In accordance with federal, state, and local laws, the Company may provide reasonable accommodations for qualified individuals.

The Company also reserves the right to require a drug/alcohol test under the following conditions:

- **Pre-Employment:** Drug screen conducted prior to, or shortly after the acceptance, of a position where all offers of employment are conditioned upon successful completion of the drug test.
- **Reasonable Suspicion:** Drug or alcohol screen conducted when the Employee is suspected to be under the influence of illegal substances or alcohol on the job, based on objective symptoms and factors (prior approval of Company Management is required).
- **Post-Accident:** Drug or alcohol screen conducted following a workplace incident in which the Employee involved was working in a safety sensitive position and which resulted in injury to the Employee, a coworker or property (prior approval of Company Management is Required).

As a condition of employment with the Company, the Employee must abide by the terms of this policy. Any violation of this policy will result in disciplinary action, up to and including termination of employment. Therefore, the Company urges Employees to use available community health and counseling facilities for help with alcohol or drug problems. It is each Employee's responsibility to seek assistance before the problem affects judgment, performance, or behavior.



Drug Free Workplace Policy—Employee Acknowledgement

I, Brian Decker have received my copy of the Company's Drug Free Workplace Policy. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.

I have read and agree to follow the Company's Drug Free Workplace Policy received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.

As a condition of employment, I understand I may need to submit to a pre-employment drug screening and/or be subject to a "post-accident" drug screen. I thereby give my consent to a physical examination to include (*but not limited to*) the collection of blood, urine, or breath samples, to be submitted for alcohol, drug, and controlled substance (or any combination thereof) abuse screening test. Additionally, I hereby consent to the release of such test results to those officials who will make the necessary employment decisions for the Company. I also understand that any positive results from such test, like any other pre-employment investigation, which indicates my inability to satisfactorily perform the job for which I am applying, may preclude my employment. Further, I understand that my failure to execute this voluntary consent will result in my not being further considered for employment.

Brian Decker

Employee Name

March 11, 2024

Date



Signed with DocuSign — 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



Safety Awareness Policy

The Company is committed to providing a safe and healthy workplace for all of its employees; thus, it is the Company's policy to ensure all employees are aware of all the occupational safety and health hazards associated with their job.

Managers, supervisors, and employees must understand safety will always take precedence over expediency or shortcuts. Managers, supervisors, and employee employees must also make every attempt to reduce the possibility of accidents, injuries, or illnesses. Protection of employees, the public and Company property is paramount. Management shall consider no phase of the Company's business operations more important than the health and safety of its employees.

Employee health and safety is to be the first consideration in the Company's business operations. Safe work practices on the part of the employees must be part of all Company operations. Employees must understand their personal responsibility for the prevention of workplace injuries or illnesses. Injury and illness prevention go hand-in-hand with efficient production. All workplace injuries and illnesses should be prevented!

In an effort to help prevent workplace injuries and illnesses, employees are required to adhere to the following safety guidelines:

General Safety

1. Identify all job safety requirements (*personal protective equipment, instructions, and tools*).
2. Understand all job safety procedures (*evacuations, notifications, and follow-up procedures*).
3. Report all safety hazards present to a supervisor or manager immediately upon discovery.
4. Abide by all health and safety policies, regulations, standards, and warning signs.
5. Know how to use safety equipment (*fire extinguishers, flashlights, first aid kits*) and their storage locations.
6. Familiarize yourself with emergency exits and always have an emergency exit strategy in mind.
7. Thoroughly read all safety materials and training guides distributed to you.
8. Understand all work and safety instructions clearly before starting a task.
9. Do not participate in horseplay or attempt to distract others.
10. Never attempt to work if ability or alertness is so impaired by fatigue, illness, or any other cause that may unnecessarily expose oneself or their co-workers to injury.
11. Watch for conditions or situations that are likely to cause slips, trips or falls, such as objects left, or fluids spilled on floors or stairways.
12. Never sacrifice safety for the sake of completing a task hurriedly.
13. Always use handrails on stairs and never remove guards or handrails from any platform.
14. Never report to work under the influence of alcohol or drugs.



15. **Report all workplace injuries** (*to include those that may not require medical attention*) to a supervisor or manager. The supervisor or manager will refer you to the appropriate medical clinic for medical treatment.

Ergonomics and Workplace Safety

1. Learn to lift and handle material safely. Never lift with your back and always ask for assistance in lifting heavy loads. Generally, a 40 pound or greater load requires assistance.
2. If using a cart, always push the load rather than pulling the load. Also ensure the intended path for the load is free and clear of any obstacles.
3. When carrying a load, carry in a manner that provides you with a clear path of direction.
4. Never place or stack objects in front of fire extinguishers or circuit breaker panels.
5. Always store heavier objects closest to the floor and never objects that will obstruct aisles, entryways, stairways or exits.
6. Keep all walking surfaces free from tripping hazards. Keep work areas dry, clean, and orderly.
7. Always ensure desk and filing cabinet drawers are closed. Only open one drawer at a time to retrieve an item and then immediately close the drawer.
8. Store heavier files and objects in the bottom drawer of the desk or filing cabinet.
9. Place computer monitors no higher than your eye level for normal vision. When using computers and keyboards, keep forearms parallel to the floor and elbows at your sides. Position the mouse close to ensure a straight line between your hand and forearm is maintained.
10. Office equipment, furniture and supplies should only be used for their intended purpose only. Never use equipment or supplies as a substitute for a hammer, pry bar, screwdriver, etc. Never use office equipment or furniture as a substitute for a stool or ladder.

Protective Equipment

1. Never do a task or operate equipment without the required personal protective equipment.
2. Wear safety glasses, goggles, or face-shield when there is a risk of eye injury.
3. Wear appropriate hearing protection whenever noise exposure is at or above 85 decibels over a time weighted average of eight (8) hours. Higher decibels have shorter time weighted averages. Exposure to 100 decibels for longer than fifteen (15) minutes are not recommended. Exposure to 110 decibels or greater for longer than one (1) minutes risks permanent hearing loss.
4. Wear suitable shoes when walking on rough or uneven surfaces. Steel-toed shoes are required when working around heavy loads that could fall on feet.
5. Wear shoes with slip resistant soles that provide maximum surface traction.
6. Wear reflective vests in areas with low lighting or when working during periods of reduced visibility.
7. Wear appropriate gloves to prevent cuts and provide protection from hazardous materials.



8. Use guardrails, a fall arrest system, or a fall restraint device whenever a task is required to be accomplished four (4) feet above the floor level.
9. Use appropriate respirators when working with hazardous materials.
10. Wear hard hats when there is a head hazard that exists.

Equipment Safety

1. Operate only equipment for which you are qualified and authorized.
2. Never wear jewelry or loose clothing around machinery or equipment.
3. Never use defective or unguarded equipment. If defective or unguarded, report the condition to a supervisor or manager.
4. Ensure machine safety guards are always in place when operating equipment. If missing, report the condition to a supervisor or manager.
5. Always inspect ladders before use. Be certain they are in good repair and of the correct height. If damaged, report the condition to a supervisor or manager.
6. Maintain hand tools in good repair. Inspect them regularly.
7. Confirm all pedestal/bench grinders are properly adjusted to include tongue guards, tool rests, and peripheral spindle guards.
8. Ensure all ventilation and exhaust fan blades with mesh (1/2 inch in diameter or smaller) are shielded when fans have been installed within seven (7) feet of the work area floor. If unshielded, report the condition to a supervisor or manager.
9. Do not use powered industrial trucks/forklifts that are defective in any manner (horn, brakes, etc.) If defective or inoperable, report the condition to a supervisor or manager.
10. Never use powder actuated tools unless are trained and have the operator's card in your wallet at the time of equipment operation. Seek training from a supervisor or manager.

Hazardous Materials

1. Wear all appropriate personal protective equipment prior to the handling of any chemicals.
2. Have spill kits readily available in the event of a chemical spill. Form a berm if necessary to ensure chemical spills do not enter any wastewater drainage.
3. Do not use chemicals without first referring to its Safety Data Sheet for proper instruction and handling procedures.
4. Store all chemicals in accordance with its Safety Data Sheet. If using secondary containers, label the container with the proper contents as per Occupational Safety and Health guidelines.
5. Report all chemical spills to a supervisor or manager immediately. Ensure spills are cleaned and chemicals disposed of according to Safety Data Sheet instructions.
6. Ensure "NO SMOKING" signs are posted and visible near all flammable liquids.
7. Store flammable liquids such as fuels and solvents (paint thinner) in approved safety cans. Use a suitable container for storage and only store the appropriate amount.



8. Always separate compressed gas cylinders by type when storing them, and secure with valve protective caps in place. Separate oxygen cylinders from fuel gases by twenty (20) feet.
9. Never store chemicals near food storage and food contact areas. Chemicals may leak or leech onto surfaces that may contact and contaminate food.
10. Always wash hands and skin after handling chemicals.

Electrical Safety

1. Prevent all potential contact with live electrical current. Ensure electrical panel doors are shut and inspect equipment and work area to ensure no exposed wiring.
2. Keep all electrical equipment at least five (5) feet away from water or other fluids.
3. Ensure portable electrical equipment (*power tools*) is grounded and GFCI protected.
4. Never use electrical equipment or extension cords with frayed cords, damaged insulation, or broken plugs.
5. When disconnecting electrical equipment from an outlet, gently pull the plug by its plug head, not by the plug cord.
6. Extension cords should never be used as permanent means of wiring. All cords must be free of defect and without splices and should never be “daisy chained.”
7. If working wear electrical hazards are present, always assume the electrical parts to be live.
8. Never use conductive tools where electrical hazards may be present. Use insulated tools if required to work near electrical hazards.
9. Never use an aluminum or steel ladder if working on electrical equipment or system at any height. Use only wooden or fiberglass ladders instead.
10. De-energize electrical equipment and parts before working on or near them. Isolate electrical energy by locking and tagging out the electrical equipment, system, or part as per the Company’s lockout/tagout procedures.



Safety Awareness Policy—*Employee Acknowledgement*

I, Brian Decker have received my copy of the Company's Safety Awareness Policy. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.

I have read and agree to follow the Company's Safety Awareness Policy received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.

As a condition of my safety and the safety of others, I understand that I have the right to refuse dangerous work. If the working condition clearly presents a risk of death or serious physical harm and I have informed by supervisor or manager, I have the legal right to refuse work until such conditions are corrected.

I understand my right to refuse work is only protected if all of the following conditions are met:


1. Where possible, you have asked the employer to eliminate the danger, and the employer failed to do so; and
2. You refused to work in "good faith." This means that you must genuinely believe that an imminent danger exists; and
3. A reasonable person would agree that there is a real danger of death or serious injury; and
4. There isn't enough time, due to the urgency of the hazard, to get it corrected through regular enforcement channels, such as requesting an OSHA inspection.

Brian Decker

Employee Name

March 11, 2024

Date

 Signed with DocuSign — 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



Timekeeping Policy

(Applies to Hourly and Salary Non-Exempt Employees)

Time Record

The Employee timecard or timesheet, hereinafter (“time record”), is their statement to the supervisor or manager, and Payroll Department, for all hours worked each day, per pay period. **All hourly and salary non-exempt Employees** are responsible for recording (i.e., clocking in and out) their time at the start and end of each workday, and at the start and end of each meal period.

This is to include any time the Employee is required to leave the Worksite Employer’s premises for any reason not work-related. Leaving the Worksite Employer premises for other than work-related tasks is to be considered as an unpaid break period.

If the Employee forgets to clock in or out, they must notify their supervisor or manager immediately. The supervisor or manager will then manually record the Employee’s start and/or end time onto the Employee’s time record. Each time record the Employee submits must contain their signature and be signed by their supervisor or manager. The Employee’s signature on the time record certifies that all information contained is complete and correct.

Employees are to never clock in or out on another Employee’s time record; nor permit another Employee to clock in and out on their time record. Any of these acts are grounds for disciplinary action, up to and including termination of employment.

Overtime

The Employee’s overtime must be authorized by their supervisor or manager. Unauthorized overtime is never permitted. It is the Employee’s responsibility to immediately notify their supervisor or manager whenever they may need to work past their scheduled shift. Notification allows for prior authorization and the prevention of any errors occurring on the Employee’s paycheck. Failure to obtain the supervisor’s or manager’s authorization prior to working any overtime may result in disciplinary action, up to and including termination.

Whenever practical, the supervisor or manager will give the Employee advance notice of when they will be needed to work any overtime. Should overtime be necessary, the Company appreciates the cooperation.

Break/Rest Periods

Employees are provided with the opportunity to take a net ten (10) minute paid rest period for every 4-hours of worked (or major fraction thereof) performed, and it should be taken in the middle of each four 4-hour work period as practical. This equates to one (1) per 6-hour shift; two (2) per 8-hour shift; and three (3) per 10-hour shift. During the Employee’s rest period, they will be relieved of all duty so they may enjoy this personal time.



Rest periods may not be “banked”; nor may they be added to meal breaks. They are also not used to reporting to work late or leaving work early. The supervisor or manager will notify the Employee of their scheduled rest period. If the supervisor or manager does not schedule the Employee for a rest period, the Employee should plan to take their rest period as near as possible to the middle of the work period. Failure to abide by this policy to take required rest periods may result in disciplinary action, up to and including termination.

Meal Periods

Employees are entitled to a minimum of a 30-minute unpaid meal period for every work period of more than 5 hours in a workday. This equates to one (1) per 5-hour shift and two (2) per 10-hour shift. Because the meal period is unpaid, Employees are required to record onto their time record the start and end time for each meal period. During the Employee’s meal period, they will be relieved of all duty so they may enjoy this personal time.

Employees may waive their meal period only with a supervisor’s or manager’s permission and only under the following conditions: 1) The Employee will complete their workday in 6-hours or less, or 2) the Employee has worked over 10-hours in their workday, have taken their first meal period, and will not work over 12-hours in that same workday. Under no circumstance are Employees are allowed to waive their meal periods to shorten their workday.

In addition, Employees may not combine their meal period with any rest period. Meal periods may not be waived to shorten a workday; nor may they be added to meal breaks. If the supervisor or manager does not schedule the Employee for a meal period, the Employee should plan to take their rest period as near as possible to the middle of the work period. Failure to abide by this policy to take required rest periods may result in disciplinary action, up to and including termination.



Timekeeping Policy—*Employee Acknowledgement*

I, Brian Decker have received my copy of the Company's Timekeeping Policy. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.

I have read and agree to follow the Company's Timekeeping Policy received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.

Brian Decker

Employee Name

March 11, 2024

Date

 Signed with DocuSign — 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



Attendance Policy

Employees are the heartbeat of any Company. Without its employees, a Company is unable to provide the necessary services and products to its customers. Thus, the Company must rely on its Employees and their presence—to be present when scheduled to fulfill customer commitments and obligations.

However, when an Employee fails to report to work (*or is unable to report to work on time*), it adversely affects the Company's ability to service its customers. Even more so, when an Employee fails to report to work, it adversely affects other employees.

When an Employee fails to report to work as scheduled, their tasks become levied upon everyone else. Schedules often become adjusted and overtime necessary. This in turn furthers work-related stress, decreases morale, and fuels resentment towards those frequently absent. Plainly stated, absenteeism not only hurts the Company, but its employees and customers as well. Therefore, excessive absences, tardiness and/or early departures may subject an employee to appropriate disciplinary action, up to and including termination.

Absenteeism

Absenteeism is the failure of an employee to report to work as scheduled and thereby misses their regularly scheduled shift, overtime work, work-related meeting, or any other scheduled event for which the employee was expected to be present for.

If an employee is unable to report to work, they must call and **speak** to their supervisor or manager at least two (2) hours prior to their scheduled time to report to work for that day (*or as soon as possible in advance of the anticipated absence*). **Voicemail or text messages to a supervisor, manager or fellow Employee does not constitute notification.** The Employee must contact their supervisor or manager each day they are absent from work and provide an honest explanation. If the Employee is unable to call in due to an emergency, a family member or friend may call in on the Employee's behalf.

If an employee is absent from work due to injury or illness for three (3) or more consecutive workdays, the employee must provide a written document from their doctor stating the employee is able to resume normal work duties prior to returning to work. The Company reserves the right to request employees to be examined by a doctor of the Company's choice, if necessary.

Tardiness

Tardiness is the failure of an employee to report to work on time, as schedule and thereby misses part of their regularly scheduled shift, overtime work, work-related meeting, or any other scheduled event for which the employee was expected to be present for.

If an employee is unable to report to work on time, they must call and speak to their supervisor or manager at least two (2) hours prior to their scheduled time to report to work for that day. Voicemail or text messages to a supervisor, manager or fellow Employee does not constitute notification.



Attendance Policy—*Employee Acknowledgement*

I, Brian Decker have received my copy of the Company's Attendance Policy. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.

I have read and agree to follow the Company's Attendance Policy received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.

Brian Decker

Employee Name

March 11, 2024

Date



Signed with DocuSign — 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



DISPUTE RESOLUTION AGREEMENT

Arizona

1. I and Aveyo Soars (“the Company”) agree to utilize binding individual arbitration to resolve all disputes that might arise out of or be related in any way to my employment by the Company. Such disputes include, but are not limited to, claims I might bring against the Company for wrongful termination, discrimination, harassment, retaliation, breach of contract, wage and hour violations, and torts such as invasion of privacy, assault and battery, or defamation. Such disputes also include claims that the Company might bring against me such as, for example, theft of money or trade secrets, breach of a confidentiality agreement, or breach of a contract. I and the Company each specifically waive our respective rights to bring such claims against the other in a court of law and to have a trial by jury.

2. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under state workers’ compensation law, claims for unemployment insurance, or other claims that are not subject to arbitration under law. Moreover, nothing herein shall prevent me from filing a charge or complaint with the United States Equal Employment Opportunity Commission or a similar state or local agency that allows me to file an administrative charge or complaint. Once the agency’s proceedings are completed, however, if I wish to pursue the matter further I understand that I must do so under this agreement.

3. My agreement to arbitrate claims against the Company includes claims I might bring against the Company’s parent, subsidiary, affiliated or client entities as well as against owners, directors, officers, managers, employees, agents, contractors, attorneys, benefit plan administrators, and insurers of the Company or of its parent, subsidiary, affiliated or client entities. I also agree to arbitrate claims against any person or entity I allege to be a joint employer with the Company.

4. I and the Company agree that any claims we might pursue against the other in arbitration under this agreement shall be brought in the individual capacity of myself or the Company. This agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or to permit such claims to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the validity, scope or enforceability of this agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. I agree to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class or collective basis.

5. If I wish to bring a claim to arbitration under this agreement, I understand that I must provide a written statement of my claim to the Company’s Designated Management Official at «CCCompanyAddress». I understand that I have the right to be represented by an attorney in the arbitration of any claim under this agreement, but it is not required that I have an attorney. I further understand that I must present any claim in arbitration before the statute of limitations expires for that type of claim.

6. At the beginning of any arbitration process under this agreement, I and the Company will need to select an arbitrator by mutual agreement. Such an arbitrator shall be a retired state or federal court judge in the state in which the dispute arose, or another qualified and impartial person that I and

the Company decide upon. In the event we cannot agree on the selection of an arbitrator, I and the Company will select an alternative dispute resolution provider and request from that provider a list of an odd number of potential arbitrators. From that list we will alternatively strike arbitrators, with the Company going first, until one arbitrator is left. That arbitrator shall be the arbitrator who will hear our case. If I and the Company cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law.

7. Any arbitration proceeding under this agreement shall proceed under and be governed by the Federal Arbitration Act, in conformity with the arbitration law of the state in which the dispute arose. In any arbitration proceeding under this agreement, all rules of pleading under the Federal Rules of Civil Procedure, the Federal Rules of Evidence, and all rights to resolution of the dispute by means of motions for summary judgment or judgment on the pleadings shall apply and be observed unless I and the Company agree otherwise. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings shall be privileged. The arbitrator's award(s) shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

8. The Company will pay the arbitrator's fees and other costs relating to the arbitration forum but I and the Company will be responsible for our own costs and for our attorneys' fees should we choose to be represented by counsel, unless the arbitrator shifts one party's costs and attorneys' fees to the other party in accordance with applicable law.

9. If any term or provision or any portion of this agreement is deemed invalid or unenforceable, it shall be severed and the remainder of this agreement shall be enforceable. Under no circumstances shall this agreement be construed to allow arbitration on a class, collective, or other similar basis, however.

10. I acknowledge that my employment at the Company is at-will. This means that I am not guaranteed employment for any specific period, and both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. I further acknowledge that nothing in this agreement shall affect or change my employment-at-will status.

[SPACE LEFT BLANK INTENTIONALLY]

11. I confirm that I have had time to read this agreement and ask the Company's representative any questions I had about the agreement prior to signing this agreement. I further confirm that I am signing this agreement voluntarily and not under any duress or threat of negative consequences for not signing the agreement.

MY SIGNATURE BELOW CONFIRMS THE FACT THAT I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES THE COMPANY AND ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT, AND THAT I AND THE COMPANY ARE GIVING UP OUR RIGHTS TO A TRIAL BY JURY.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.



Signed with DocuBee — 0242ac120002

Signature

Brian Decker

Print Full Name

March 11, 2024

Date

[GIVE A COPY TO EMPLOYEE AND RETAIN ORIGINAL IN PERSONNEL FILE]

CONFIDENTIALITY / NON-DISCLOSURE / NONCOMPETE AGREEMENT (Arizona)

This Agreement is entered into by and between Aveyo Soars ("Company") and Brian Decker ("Employee").

1. Effective date. As last signed by the parties below.

2. Confidentiality defined. Employee acknowledges that Company has expended great time, money and effort and is involved in a continuous program of research, implementation, training, marketing, development and client relations, in the offering of its services to others, of which has great value to Company and is considered proprietary and confidential. Confidential information includes not only information from outside sources disclosed by Company and its clients, but also information developed or learned by Employee during the course of retention. It also includes all information that would be detrimental to or against the wishes of Company or its clients, if there is an unauthorized disclosure. Additionally, the clients of Company insist on strict confidentiality as to the information they have provided. At all times during the performance of duties under this Agreement, as well and for one (1) year after termination, Employee shall keep in strictest confidence and trust, all confidential information.

The term "confidential information" shall be broadly defined to include, but not be limited to: discoveries; inventions; specifications; samples; data; computer programs; technical information; methods of operation and office procedures; training; techniques; know-how; research; reports; designs; client lists; pricing data; business plans; trade secrets; financial data; common-law and registered trademarks and copyrights; works of authorship; compositions; client recommendations and practices; advice given the clients; databases; budgets; projections; client identities and characteristics; spreadsheets; marketing plans; product plans; business strategies; media/social media information; forecasts; compilations; findings; ideas; concepts; as well as improvements to or derivatives from any of the above.

The definition of confidential information shall also encompass all trades secrets as may be defined by state law. including information that: (A) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, (C) is not known by actual or potential competitors of the Company, (D) has been created, discovered, developed, or otherwise become known through the work and efforts of the Company, or has otherwise been assigned and/or conveyed to the Company and (E) has actual or potential material economic value to the Company's present or future business.

Employee acknowledges the services provided to Company are of a special and unique nature. The work and experience with Company will enhance the value to a competitor or in a competitive business.

Employee also acknowledges the confidential information is essential for the Company's business operations, and any unauthorized disclosure would cause irreparable damage to the Company's interest as well as that of its clients, as well as the Company's business standing. As such, upon violation of this provision, Company may seek all legal remedies, including but not limited to damages and injunctive relief. The Company's rights described in this paragraph shall be based upon the principles of the following causes of action, described by example but not by limitation: breach of contract, intentional interference with prospective economic advantage/contract, breach of confidentiality, conversion of corporate opportunities, breach of fiduciary duty and misappropriation.

Employee also acknowledges that during retention it will not improperly use or disclose any confidential information or trade secrets, if any, of a former employer or any other person to whom the Employee has an obligation of confidentiality, without first seeking prior written consent.

3. Property of Company and assignment. All services, resulting content, work product created and deliverables performed by Employee and/or in conjunction with Company during retention ("work") is the property of Company and all right, title and interest therein shall vest with Company. Employee irrevocably assigns to Company all such work, as well as copyright, trademark, intellectual property, and trade secret rights that were developed or created in whole or in part, while Employee was retained under this Agreement. All such work shall belong exclusively to Company. As such, Employee assigns to Company all right, title and interest in the sense of an unlimited, unrestricted, royalty-free, fully paid, worldwide, and non-exclusive right to any such work. Employee further agrees to execute, acknowledge and deliver all paperwork prepared by Company as may be necessary for protection and registration for such work worldwide and to vest title in Company.

Upon the completion of services or upon the earlier termination of this Agreement, Employee shall immediately turn over to Company all work, documentation, files, confidential information, and deliverables acquired or developed by Employee pursuant to this Agreement. Thereafter, Employee shall delete all such work and confidential information contained on Employee's computer systems, as to all files and folders as well as deletion of any LinkedIn, Facebook, Twitter, or other social media profiles identifying or referring to Company and the work performed for Company, as well as using same for portfolios.

4. No disclosure to third parties. Employee shall not disclose (verbally or in writing), use, transfer, sell, publish, reproduce, induce, or assist in the use or disclosure of confidential information to any third party or entity, without Company's prior written consent, except as necessary in the ordinary course of performing the duties under this Agreement. At all times during the course of this Agreement, Employee shall promptly advise Company of any knowledge it may have of any

unauthorized release or use of such confidential information and shall take reasonable measures to prevent unauthorized persons or entities from having access to such information.

5. Disclosure exceptions. Notwithstanding the foregoing provisions, the Employee shall bear no liability to Company with respect to the Confidential Information if it is/was: 1) publicly known; (2) known at the time of its disclosure through no fault of the Employee; (3) lawfully received by the Employee from any third party or entity who had a legal right to disclose the information; (4) generated completely and independently by the Employee without the violation of any previous employer confidentiality agreements, before being hired by Company or (5) required to be disclosed under any law, governmental rule or regulation, or court order; provided however, that before making any such disclosure, Employee shall give Company (A) at least 10 working days prior written notice, along with the circumstances giving rise to one of the exceptions described herein and (B) in the case of disclosure pursuant to clause (5), a reasonable opportunity of Company to contest or prevent such disclosure from being required.

6. Noncompete. Employee agrees that while working for Company and for a period of one (1) year after Employee is no longer employed by Company, he/she will not engage, directly or indirectly, in the same or similar activities as were performed for the Company, in the capacity as an owner, associate, agent, representative, supervisor, principal, manager, officer, director, member, shareholder, employee, partner, advisor, consultant, or independent contractor, as follows: a) while self-employed (as a sole proprietor, corporation, limited liability company, partnership, or other business structure) or b) while working with or for a competitor of Company.

The term “competitor” shall include: any business enterprise or social media organization (including any group, division, or franchise of a larger organization) which is or may be directly competitive with Company in the same general industry, to any substantial degree.

These prohibitions shall apply to all geographical regions in which Company has clients, operates, and has received jobs, assignments, orders or profits within one year of completion of Employee’s services, whether already performed or contemplated/under development by Company on the date of such completion. If Company operates in one or more major cities, the restriction shall be for the greater metropolitan area or a 30-mile radius, whichever is greater. If Company operates in one or more towns or non-major cities, the restriction shall be within city limits. If Company operates substantially throughout a county, it will be within the jurisdiction of that county.

This prohibition shall apply to any business in which employee utilizes a former position, title, responsibility, role, or capacity acquired while working for Company and in which he or she gained any particular knowledge, expertise, or experience.

Employee agrees the restraints imposed under this Agreement are necessary for the reasonable protection of Company goodwill, reputation, and profitability. In the event a provision is determined by a court of competent jurisdiction to be unenforceable for any reason, such provision shall be deemed modified to permit its enforcement to the maximum extent permitted by law.

Employee shall also be prohibited from using, during a one (1) year period after termination, as to the geographical areas above-described Company confidential information while self-employed or working with a competitor.

7. Prior commitments. The Employee represents it has no other contracts, relationships, understandings, or commitments to any other person or entity that may conflict with the parties' obligations under this Agreement.

8. Solicitation of clients. For one (1) year after termination, Employee shall not, for the purpose of competing with Company, approach, contact, divert, appropriate, interfere with, take away, or solicit a Company client. This shall include, but not be limited to, buying, selling, furnishing services, and entering into any agreements, orders, contracts, purchase orders, or otherwise establishing business relationships with Company clients.

9. Solicitation of company employees. Employee acknowledges the importance to the business carried on by Company as to the human resources engaged and developed. Therefore, for one (1) year after termination, Employee shall not, directly or indirectly, whether for its own account or on behalf of an any other business entity, a) solicit, recruit, hire, induce, encourage, or cause to be hired away any employees, consultants, service providers, or manpower contractors (collectively "employees") of Company that were employees on the date of termination or six months proceeding; b) cause any Company employees to leave the employment of Company or c) cause any Company employees to terminate, breach, or modify the terms of their employment arrangement.

However, this paragraph shall not be breached by the placing of advertisements soliciting employees of the type then employed by Company in newspapers, Internet jobsites, and similar media generally accessible to the public.

10. No disparagement. Employee acknowledges it is forbidden from making, directly or indirectly, any verbal or written statements concerning the Company to anyone in a disparaging, misleading or negative manner.

11. Conflicting agreements. The Employee warrants it shall not enter into any agreement, either written or oral, which shall conflict with the provisions of this Agreement.

12. Injunctive relief. It is acknowledged that any breach by Employee of this Agreement will cause Company irreparable damage for which monetary relief would be inadequate compensation. Accordingly, the parties agree Company will be entitled to injunctive and other equitable relief to enforce this Agreement in addition to monetary damages and other available relief.

13. Amendments. This Agreement may not be changed, modified, or amended in any way, except by a written instrument signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives or assigns of the parties.

14. Governing law. This Agreement and any dispute arising from the relationship between the parties shall be governed by the laws of the State of Arizona.

15. Attorney's fees. In any action or proceeding arising out of or under this Agreement, as well as to enforce or interpret its terms, regarding any claim or cause of action, in contract or tort, the prevailing party shall be entitled to reasonable attorney's fees, court costs and expert fees.

16. Employee's right to independent legal advice. This Agreement has been prepared by Company and its representatives. Employee acknowledges it has been given the opportunity to review and discuss this Agreement with its own independent counsel.

17. Entire agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms and conditions between the parties relative to the subject matter of this Agreement. This supersedes all prior and/or contemporaneous understandings or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on any representation or warranty, outside this Agreement.

18. Severability. If any court finds a provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain valid, and shall be interpreted so as best to affect the intention of the parties.

19. Arbitration. Any and all disputes between the parties, on any basis, whether at law or equity, and pertaining to any causes of action, whether equitable, contractual, or tortious, and pertaining to any alleged damages, whether general, compensatory, special, consequential, or punitive shall be determined by private, binding arbitration.

Said binding arbitration shall be with the American Arbitration Association under its Employment Arbitration Rules. It shall be conducted by a single arbitrator. The Parties waive discovery with the exception of: (1) each side having the right to propound a single set of Request for Production of Documents and (2) each side having one day set for depositions of the other parties' representatives and experts. The parties confer jurisdiction upon the arbitrator to rule upon requests for a temporary restraining order or preliminary injunction. The parties waive their rights to any law and motion matters, including but not limited to demurrers, motions to strike, motions to dismiss, summary

judgment/adjudication and judgment on the pleadings. Motions in limine, not exceeding 5 per side, shall be presented 10 days before the arbitration.

Any award from the arbitrator shall become a judgment of any court of competent jurisdiction and shall not be subject to appeal. All parties will bear equally the costs of arbitration which will be considered costs of suit to the prevailing party.

Arbitration shall be held within 30 miles of the principal place of business of Company.

In the event the parties have executed a separate or “standalone” arbitration agreement, the provisions of that agreement shall prevail.


Dated: _____

Aveyo Soars,

By: _____
(Signature and Title)

Dated: March 11, 2024

Brian Decker
(Print Employee Name)


Signed with DocuBee — 0242ac120002

(Employee Signature)



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employee handbook

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WELCOME TO AVEYO SOAR!

Welcome!

We are glad to have you as a member of our team. As an employee of Aveyo Soar hereinafter (the “Company”), you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging and productive. Every employee has a significant role in our operations, and we value the ability and experience you bring to the organization. We look to you and our other employees to contribute to the success of the Company.

This handbook has been prepared to acquaint you with the employment policies and practices of the Company. Please read it carefully and keep it for future reference. If you have any questions, please contact a member of the Human Resources Department.

Neither this handbook nor any other verbal or written communication by the President of the Company, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. The Company adheres to the policy of employment at-will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Employment at-will may only be altered by the President of the Company, and only in writing; signed by the President of the Company.

Many matters covered by this handbook, including benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of Management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will.

This handbook supersedes all prior handbooks.

INTRODUCTION

THE PURPOSE OF THIS HANDBOOK

We believe our employees are happier and more valuable if they know what they can expect from Aveyo Soar (the "Company") and what the Company expects from them. In the preceding sections, we will introduce you to the Company's values, culture, and goals. We expect you to incorporate this information into your day-to-day job performance, striving to meet the Company's values in everything you do.

The remainder of this Handbook will familiarize you with the policies, privileges, benefits, and responsibilities of being an employee at the Company. Please understand that this Handbook can only highlight and summarize the Company's policies and practices. For detailed information, you will have to talk to your supervisor or the Human Resources Department.

This Employee Handbook contains information about the employment policies and practices of the Company. These policies reflect the Company's values, and we expect each employee to read this Employee Handbook carefully as it is a valuable reference for helping each employee understand their job and their employment with the Company.

This Employee Handbook supersedes all previously issued Employee Handbooks. Except for the policy of at-will employment, the reserves the right to revise, delete and add to the provisions of this Employee Handbook. All such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

This Employee Handbook is not a contract and does not constitute an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment - express or implied - that changes or alters the at-will employment relationship. Only the President of the Company has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President of the Company.

Not all of the Company's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, they should ask their supervisor, a Human Resources representative, or another member of management.

Nothing in this Employee Handbook or in any other document or policy is intended to violate any local, state, or federal law. Nothing in this Employee Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, including the right to communicate with others concerning wages, hours, benefits and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively through representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA). Furthermore, nothing in this Employee Handbook prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

The enclosed information may differ according to the law of the state in which you work, in which case the Company will comply with those laws. Whenever federal or state laws differ, the provisions of the appropriate law will apply. In general, applicable provisions are the ones most favorable to the employee.

HANDBOOK ADDENDUMS

Although the Company provides each employee with an Employee Handbook to address the policies, practices, and procedures of the Company, the Handbook itself is not all encompassing. In fact, the Handbook is designed to only inform the employee of the policies, practices, and procedures of the Company; not of the specific labor laws for each state to which the Company may employ and operate in. Instead, the Company provides an Addendum to each employee that will be applicable to their state of employment. For the purposes of the Addendum, an employee's state of employment is considered as the state to which the Company is obligated to pay unemployment insurance to; the state to which the employee may file a claim for unemployment insurance in.

For state specific Addendums applicable to the Company, such addendums are included toward the end of this Handbook. All employees are encouraged to review all Addendums regardless of applicability or not as a means to further their understanding of the services we provide to our clients abroad.

WHAT YOU CAN EXPECT FROM THE COMPANY

The Company believes in a work environment that fosters innovation and involvement to meet the challenges of our business. We believe in providing quality service to our customers and a quality workplace for our employees. Through this commitment, we will continue to ensure our success and growth as a Company.

WHAT WE EXPECT FROM YOU

The Company's service to customers is everyone's responsibility. Your duty is to treat customers and your fellow employees with respect. Our employees provide the services that our customers rely upon which enable us to grow and create new opportunities in the years to come.

We expect and depend upon you to perform the tasks assigned to the very best of your ability and to act in ways reflecting favorably on the Company, other employees, and yourself.

RIGHT TO REVISE

This Handbook contains the employment policies and practices of the Company in effect at the time of publication. All previously issued Handbooks and any inconsistent policy statements, or memoranda are superseded.

The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment.

Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. Changes will be effective on the dates determined by the Company. No oral statements or representations can in any way alter the provisions of this handbook.

This Handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this Handbook or in any other personnel documents, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

If you are uncertain about any policy or procedure, please contact your supervisor or Human Resources Department.

AT-WILL EMPLOYMENT STATUS

The Company's personnel are employed on an at-will basis. We sincerely hope your employment here will be a positive and rewarding experience. However, we cannot make any guarantees about your continued employment at our Company.

Employment at-will means you are free to quit at any time, for any reason, just as we are free to terminate your employment at any time, for any reason, with or without notice, with or without cause. Nothing in this Handbook shall change the right to terminate the at-will employment.

No employee or Company representative has the authority to change the at-will employment relationship, agree to different terms of employment or has authority to enter into an agreement for employment for any specified period of time. Only the President of the Company may change the at-will employment relationship; and if so, only under a written contract, signed by the President and the employee. Nothing in this Handbook constitutes a contract of employment or promise of continued employment.

WARNINGS AND DISCIPLINE

For violation of Company policy, the Company retains the right of immediate termination due to the at-will nature of employment. However, there are situations in which the Company may decide to give a warning or counseling first. In other words, there may be times in which our Company wishes to work with an employee before the actual termination. But this is in the ultimate discretion of the Company which may or may not decide to follow such procedures, because the Company does not have a formal progressive discipline policy. By giving such potential warnings before termination, the Company is not giving up its rights to immediate at-will termination and is not committed to following any progressive discipline.

Any changes to the "At-Will" nature of your employment or any employment contract must be in writing signed by the President of the Company.

EMPLOYMENT

EMPLOYMENT CLASSIFICATIONS

The following definitions of employment classifications are provided for employees to better understand their employment status and benefit eligibility. An employee's employment classification is based on their job description, the nature of their position and is used to determine how they are paid.

These classifications do not guarantee employment for any specified period. Accordingly, the right to terminate the employment relationship at will at any time is retained by the employee and the Company.

INTRODUCTORY EMPLOYEES

Introductory Employees are hired by the Company on a trial basis for a period of ninety (90) calendar days for assessing their ability to perform assigned tasks. Such employment may be terminated at any time, with or without cause, during the ninety (90) calendar day period. If the employee or the Company deems such action appropriate, the Company in its sole discretion may extend the ninety (90) calendar day period, if it is determined that such an extension is desirable or appropriate for any reason.

REGULAR FULL-TIME EMPLOYEES

Regular, Full-Time Employee are those employees who have successfully completed their introductory period and are no longer in a temporary status. Regular Full-Time Employees are regularly scheduled to work the Company's full-time schedule (minimum of forty (40) hours each week) and are eligible for the employer sponsored full benefits package, subject to the terms, conditions, and limitations of each benefit program.

These employees may be hourly or salary:

- **Hourly** full-time employees are those employees who receive a wage for each hour worked each week. Overtime pay will apply as per state and federal wage and hour laws.
- **Salary** full-time employees are those employees who receive a fixed amount of pay (salary) regardless of how many hours worked each week. Overtime pay may or may not apply depending on the job classification as per state and federal wage and hour laws.

REGULAR PART-TIME EMPLOYEES

Regular, Part-Time Employees are those employees who have successfully completed their introductory period and are no longer in a temporary status. Regular Part-Time Employees are regularly scheduled to work the Company's part-time schedule (maximum of thirty (30) hours each week) and may be eligible for some of the employer sponsored benefits offered by the Company, subject to the terms, conditions, and limitations of each benefit program.

TEMPORARY EMPLOYEES

Temporary Employees are those who are employed on short-term assignments. Temporary Employees hold jobs of limited duration arising out of special projects, abnormal workloads, or emergencies. An employee will not change from temporary status to another status unless specifically informed of such, by the agreement of immediate supervisor and President of the Company. Temporary employees are completely ineligible for any employer sponsored benefits.

ON-CALL EMPLOYEES

On-Call Employees are those who have no regular schedule of hours and are called to work on an “as needed basis.” On-Call Employees are completely ineligible for any employer sponsored benefits.

INACTIVE EMPLOYEES

Inactive Employees are those who are on any type of leave of absence (work related or non-work related) and may not be eligible for some of the employer sponsored benefits offered by the Company, subject to the terms, conditions, and limitations of each benefit program. During the time the employee is on inactive status, benefits and seniority will not generally accrue.

EMPLOYEE CLASSIFICATION

In addition to the employment classifications above, employees are also classified as “exempt” or “non-exempt” from federal and state wage and hour laws. An employee's exempt or non-exempt classification may be changed only upon written notification by the Company.

NONEXEMPT EMPLOYEES

Nonexempt Employees are individuals who are not exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and is therefore entitled to overtime pay for all hours worked beyond forty (40) in a workweek (as well as any state overtime provisions). Nonexempt employees may be paid on a salary, hourly or other basis.

EXEMPT EMPLOYEES

Exempt Employees are individuals who are exempt from the overtime provisions of the FLSA because they are classified as executive, professional, administrative, or outside sales employees, and therefore, meet the specific criteria for the exemption. Certain computer professionals may also be exempt. With some limited exceptions, exempt employees must be paid on a salary basis.

INDEPENDENT CONTRACTORS

Independent Contractors are self-employed individuals or entities contracted to perform work for, or provide services to, the Company. They are not employees of the Company and are not included in any of the employment classifications listed above. Independent Contractors are in their own trade or business of providing services to their customers, one of which may be the Company. No benefits programs are provided to Independent Contractors, nor are there any legally mandated. The Independent Contractor is solely responsible for obtaining their own social security, workers’ compensation, or any other benefits as part of their independent business.

EMPLOYMENT ELIGIBILITY

The Company is committed to employing only individuals who are citizens and non-citizens who are authorized to work in the United States. We do not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee (as a condition of employment) must complete the Employment Eligibility Verification Form I-9 and present supporting documentation to establish identity and employment eligibility.

All offers of employment are contingent on verification of the employee's right to work in the United States. Individuals unable to produce the required documentation or receipt/letter requesting appropriate documentation within three (3) days of hire will be terminated from employment. Employees who have not submitted the original documents to replace the receipt/letter within ninety (90) days of hire will also be terminated from employment.

CHANGE IN EMPLOYMENT CLASSIFICATION/STATUS

The President of the Company will maintain employee personnel records as required by law and deemed essential for efficient operations.

Employees are requested to report promptly of any change in status as listed below:

- Name
- Address
- Telephone Number
- Marital Status
- Name, Birth Date, Relationship and Total Number of Dependents
- Person(s) to Notify in Case of Emergency
- Beneficiary of Life Insurance
- Group Insurance Status

RE-HIRED EMPLOYEES

Employees who are re-hired following a break in service more than one (1) month, outside of any approved leave of absence, must serve a new probationary period whether or not such a period was previously completed. Re-hired employees are considered new employees from the effective date of their re-employment for all purposes, including purposes for determining benefits. Employees returning from maternity leave is not considered as a re-hired employee.

INTRODUCTORY PERIOD

The first ninety (90) days of continuous employment at the Company is considered an "introductory period." During this time, the employee will learn their responsibilities, get acquainted with their fellow employees, and determine whether the position meets their expectations. This "introductory period" also provides the supervisor with the opportunity to determine the ability of the employee to perform their job. The supervisor will closely monitor the employee's performance. The Company reserves the right to extend the duration of the introductory period when such an extension is determined appropriate. It is the Company's sole and absolute discretion to evaluate the employee's job performance. An employee will not be eligible for any bonus program or Company benefits while they are in the "introductory period."

Upon completion of the introductory period, the Company will review the employee's performance and a performance evaluation will be conducted to ascertain the advisability of continued employment on a regular basis. If the Company finds the employee's performance satisfactory and decides to continue their employment, they will advise the employee of any improvements expected. Completion of the introductory period does not entitle an employee to remain employed by the Company for any definite period, but rather allows the employee and the Company to evaluate whether they are right for the position.

The Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign, or transfer job positions, or assign additional job responsibilities.

Any significant absence will extend an introductory period by the length of the absence. If the Company determines that the introductory period does not allow sufficient time to thoroughly evaluate an employee's performance, the introductory period may be extended for a specified period. The introductory period may also be extended based on the nature of the employment position.

During and after the introductory period, the employee's employment with the Company remains "at-will." At any time during or after the introductory period, either the employee or the Company can terminate the employment relationship at any time, for any reason, with or without cause and with or without any notice.

JOB DUTIES

During the introductory period, the employee's supervisor will explain job responsibilities and the performance standards expected. An employee's job responsibilities may change at any time during their employment. From time to time, the employee may be asked to work on special projects, or to assist with other work necessary or important to the operation of their department or the Company. In some cases, the operational needs of the Company may require a change to an employee's regular workday and/or workweek hours. The employee's cooperation and assistance in performing additional work or working a different schedule is appreciated and expected.

The Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign, or transfer job positions, or assign additional job responsibilities.

JOB PERFORMANCE & REVIEW

The Company is committed to helping each employee realize and reach their full potential. Depending on the employee's classification and position, the Company will review employee performance annually to note major accomplishments and progress, as well as review any performance challenges. However, the Company is not obligated to provide regular performance reviews. In addition, a positive performance review does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions are determined by and at the discretion of President of the Company.

Aside from annual performance reviews, the Company encourages the employee and their supervisor to discuss the employee's job performance and goals on an informal, day-to-day basis.

EQUAL EMPLOYMENT OPPORTUNITY

EQUAL OPPORTUNITY EMPLOYER

The Company is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, national origin, ancestry, citizenship status, sex (including childbirth, breastfeeding, and related medical conditions), gender, gender identity or expression, pregnancy, disability, age, protected medical condition, marital status, uniform service member and veteran status, sexual orientation, genetic information or any other protected status in accordance with all federal, state or local laws.

If an employee believes to have been subjected to conduct which violates this policy, they should immediately report the matter to their supervisor or the Human Resources Department. If an employee is unable to inform their supervisor or the Human Resources Department, or if they have not received a satisfactory response within five (5) business days after the report, the employee should notify the President of the Company.

Note: If an employee's supervisor is the person toward whom the complaint is to be directed, the employee must contact the Human Resources Department or the President of the Company. The Company will not allow any form of retaliation against any employee who raises an issue of equal employment opportunity.

If an employee believes to have been subjected to any such retaliation, they should report it in the same manner they would report a perceived violation of this policy. To ensure the Company's workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge.

REASONABLE ACCOMMODATIONS

The Company is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and practices. This policy extends to all aspects of our employment practices, including but not limited to recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and any other terms or conditions of employment. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees' religious beliefs and practices, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual.

If an employee requires an accommodation to perform the essential functions of their job and/or for their religious beliefs or practices, the employee must notify their Human Resources Department. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations.

If an employee believes to have been treated in a manner not in accordance with these policies, the employee must notify their Human Resources Department immediately. Employees are encouraged to utilize this procedure without fear of retaliation.

PREGNANT WORKERS FAIRNESS ACT (PWFA)

The Pregnant Workers Fairness Act (PWFA) is designed to protect employees and applicants with known limitations due to pregnancy, childbirth, or any other related medical condition and requires the employer to provide “reasonable accommodations” to facilitate such known limitations at work.

The PWFA only applies to accommodations that are reasonable and would not cause the employer an “undue hardship.” For the purposes of this Act, reasonable accommodation is a modification or adjustment to a job, work environment, or the way things are usually done while at work. Examples of reasonable accommodation include (*but not limited to*) providing interpreters, readers, or other personal assistance; modifying job duties; restructuring work sites; providing flexible work schedules or work sites (i.e., telework) and providing accessible technology or other workplace adaptive equipment.

Employers are required to provide reasonable accommodations unless they would cause an “undue hardship” on the employer’s operations. An “undue hardship” is a modification or adjustment to a job or work environment that is significant difficulty or expensive for the employer.

The Company will provide reasonable accommodations upon request of an employee for reasons related to pregnancy, childbirth, breastfeeding, or any related medical condition, to the extent an accommodation can be provided without imposing an undue hardship on the Company’s business operations. Employees should promptly notify the Human Resources Department of the need for an accommodation under this policy as soon as reasonably possible.

When an employee requests reasonable accommodations, the Company will explore with the employee the possible means of providing a reasonable accommodation, which may include:

- The ability to sit or drink water;
- Receive closer parking;
- Have flexible hours;
- Receive appropriately sized uniforms and safety apparel;
- Receive additional break time to use the bathroom, eat, and rest;
- Take leave or time off to recover from childbirth; and
- Be excused from strenuous activities and/or activities that involve exposure to compounds not safe for pregnancy.

As part of the “interactive process” to determine reasonable accommodations, the Company may require the employee to provide a medical certification from a health care provider in connection with a request for such reasonable accommodations that includes the following:

- The date reasonable accommodations became medically advisable;
- The probable duration of reasonable accommodations; and
- An explanatory statement as to the medical advisability of reasonable accommodations.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave as permitted by federal, state, or local laws.

For more information, or if an employee requires an accommodation, please contact the Human Resources Department.

EMPLOYMENT OF MINORS

The FLSA's child labor provisions, which the Company strictly adheres to, are designed to protect the educational opportunities of youth, and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

EMPLOYMENT OF RELATIVES

The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise, or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

NON-HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION

It is the Company's policy to prohibit intentional and unintentional harassment and discrimination of any individual by another person on the basis of any protected classification under applicable federal, state, or local law, including, but not limited to actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, national origin, citizenship status, ancestry, sex (which includes childbirth, breastfeeding and related medical conditions), gender, gender identity or expression, disability, protected medical condition, genetic information, age, marital status, pregnancy, sexual orientation, uniform service member and veteran status, and denial of family and medical care leave.

The Company's policy against unlawful harassment, discrimination, and retaliation applies to **all employees**, customers, vendors, and independent contractors. The Company also prohibits managers, supervisors, and employees from harassing subordinates or co-workers. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.

While it is not possible to list all forms of inappropriate behavior that are a violation of this policy, the following are examples that may result in disciplinary action, up to and including termination of employment.

SEXUAL HARASSMENT

Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, or sexual orientation.

By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwelcome sexual advances;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests, or comments;
- Electronically sending or posting sexually related text messages, videos, or images;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and/or
- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine, or a woman is too masculine.

PROHIBITED OR UNLAWFUL HARASSMENT

Prohibited or unlawful harassment is the conduct with a purpose or effect to create an intimidating, hostile, or offensive work environment; a purpose or effect to interfere with an individual's work performance; or otherwise, to adversely affect an individual's employment opportunities because of the individual's membership in a protected class. The Company strictly prohibits harassment concerning any other protected characteristic.

By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, insults, and any other offensive remarks based on a protected characteristic;
- Jokes, whether written, verbal, or electronic, that are based on a protected characteristic;
- Mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- Threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- Electronically sending or posting harassing text messages, videos, or images; and/or
- Other harassing conduct based on one or more of the protected characteristics identified in this policy.

If an employee has questions about what constitutes prohibited harassing behavior, they should consult the Human Resources Department.

PROHIBITION AGAINST RETALIATION

The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace.

By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity; and/or
- Assisting another employee who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices. In addition, the Company will not penalize or retaliate against an employee who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or accommodations in the workplace to ensure the employee's safety and well-being.

REPORTING PROCEDURES

The following steps have been put into place to ensure the work environment at the Company is respectful, professional, and free of discrimination, retaliation, and harassment. If an employee believes to have been subjected to conduct which violates this policy, the employee should immediately report the matter to their supervisor or the Human Resources Department. If the employee is unable for any reason to contact either of these individuals, or if they have not received a satisfactory response within five (5) business days after reporting any incident of what they perceive to be in violation of this policy, they should contact the President of the Company.

Note: If the employee's supervisor or next level manager is the person toward whom the complaint is directed, the employee should contact the Human Resources Department or the President of the Company.

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to the Human Resources Department.

INVESTIGATION PROCEDURES, CORRECTIVE ACTION, AND PROHIBITION AGAINST RETALIATION

Upon receiving a complaint, the Company will conduct a prompt, fair and thorough investigation into any claim of a violation of this policy. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. The Company has a compelling interest in protecting integrity of its investigations. The Company may decide in some circumstances that in order to achieve these objectives, the Company must maintain the investigation, and our role within it will be in strict confidence.

As part of the investigation, the Company generally will:

- Interview the complainant, the accused, and other necessary witnesses, and provide each with the opportunity to provide input;
- Document the Company's findings regarding the complaint;
- Document recommended follow-up actions and remedies, if warranted; and
- Inform the complainant of the Company's findings.

All employees must cooperate with all investigations conducted pursuant to this policy.

The Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information and credibility of witnesses gathered during its investigation. Upon completion of the investigation, the Company will take corrective measures against any person who has engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination.

Anyone, regardless of title or position, whom the Company determines has engaged in conduct in violation of this policy will be subject to disciplinary action, up to and including termination. Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

In addition, no employee will be subject to, and the Company will not allow any form of retaliation against individuals who, in good faith, report unwelcome conduct, pursue any such claim, or cooperate in any way in the investigations of such reports in accordance with this policy.

If an employee believes someone has violated this no-retaliation policy, the employee should bring the matter to the immediate attention of their supervisor or the Human Resources Department. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy against retaliation, will be subject to discipline, up to and including termination.

The Company cannot remedy claimed violations of this policy unless the employee brings these claims to the attention of the Company. Failure to report claims of harassment, discrimination and/or retaliation prevents the Company from taking steps to remedy the problem.

Employees who make complaints in bad faith may be subject to disciplinary action, up to and including termination.

DRUG FREE EMPLOYMENT

DRUG FREE WORKPLACE

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs and marijuana (regardless of prescription) or other unauthorized, mind-altering, or intoxicating substances while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's premises. Included within this prohibition are lawfully controlled substances which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs.

Employees are also prohibited from having any such illegal or unauthorized controlled substances (and marijuana regardless of prescription) in their system while at work and from having excessive amounts of otherwise lawful controlled substances in their systems. This policy does not apply to the authorized dispensation, distribution, or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with the employee's ability to perform the essential functions of their job.

PRESCRIPTION DRUGS

With the exception of medically prescribed marijuana, the proper use of medication prescribed by an employee's physician is not prohibited; however, the Company does prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that may cause a risk of harm to themselves or other employees in performing their job duties. It is the employee's responsibility to determine from their physician whether a prescribed drug may impair their job performance.

NOTIFICATION OF IMPAIRMENT

Each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, must promptly report that fact to their supervisor or Human Resources Department.

TESTING

Employees may be required to submit to drug or alcohol screening whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of searches or other detection methods, or involvement in a work-related injury or accident that may have been caused by drug or alcohol impairment. Injury or accident-based testing does not apply where the incident or accident is unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g., back sprains from lifting a heavy object, bug bites that require treatment, etc.).

Additionally, employees in safety sensitive positions may be evaluated on a random or periodic basis to the extent permitted by applicable state and federal laws.

ENFORCEMENT

In order to enforce this policy and procedures, the Company may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, blood tests, or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, workstations, lockers, and personal and Company vehicles. Employees will be subject to disciplinary action, up to and including termination of employment for refusing to cooperate with searches or investigations, refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by the Company.

All employees who test positive in a confirmed substance test will be subject to disciplinary action, up to and including termination.

WORKPLACE VIOLENCE PREVENTION

PREVENTING WORKPLACE VIOLENCE

The Company is committed to preventing workplace violence and to maintaining a safe work environment. In response to the general concern for violence in society, the Company has adopted the following guidelines to deal with the intimidation, harassment, or any other threats of (or actual) violence that may occur onsite or offsite during work-related activities.

PROHIBITED CONDUCT

All employees, customers, vendors, and business associates should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, horseplay, pushing, shoving, or any other conduct that is dangerous to others or perceived as dangerous to others. Conduct that threatens, intimidates, or coerces another employee, customer, vendor, or business associate, on- or off-duty, and on- or off-premises will not be tolerated. In addition, no Company resources may be used to threaten, stalk, or harass anyone at or outside the workplace. The Company views any threats coming from an abusive, personal relationship no different than any other form of violence.

This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All Indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities should be reported as soon as possible to a supervisor, a Human Resources Department, or any senior member of the Company's management. Indirect or direct threats of violence from other employees, customers, vendors, business associates, or any other members of the public should be reported. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

INTIMATE PARTNER VIOLENCE

Employees should promptly inform the Human Resources Department of any protective or restraining order they have obtained that identifies the workplace as a protected area. Employees are encouraged to report their safety concerns with regard to intimate partner violence. The Company will not retaliate against any employee making good-faith report. The Company is committed to supporting victims of intimate partner violence and will provide reasonable accommodations for employees requesting such accommodations for their safety and preservation of work performance while maintaining the confidentiality of employees who requests such accommodations to the extent allowed by law.

The Company recognizes and respects an employee's right to privacy and the need for confidentiality and autonomy. The Company shall maintain the confidentiality of an employee's disclosure to the extent allowed by law unless doing so would result in physical harm to other employees or jeopardize the safety of other employees within the workplace. When information must be disclosed to protect the safety of other employees within the workplace, the Company shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others, and to comply with the law.

REPORTING WORKPLACE VIOLENCE

The Company will promptly and thoroughly investigate all reports of indirect or direct threats of violence and incidents of actual violence, to include any suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending the investigation.

Anyone determined to be responsible for indirect or direct threats of violence, incidents of actual violence or any other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

Understanding differences and disputes may arise among employees in the performance of duties, the Company encourages all employees to bring their differences or disputes to the attention of their supervisor or the Human Resources Department before the situation escalates into potential violence. The Company will assist in the resolution of employee differences or disputes and will not discipline employees for raising such concerns.

NO WEAPON POLICY

No position within the Company is required to obtain or possess a weapon of any kind; therefore, no weapons of any kind are allowed in our workplace. Weapons include firearms (rifles, shotguns, or handguns), swords, knives or daggers, fist-loaded weapons (brass knuckles, knuckles-busters, -dusters, or -daggers), martial arts weapons (nunchakus, staffs, sais, throwing stars, or the likes), clubs, bats or batons, and explosives. "Workplace" shall be defined as Company owned or leased buildings, Company vehicles and surrounding areas such as Company owned or leased walkways, driveways, and parking lots.

The Company reserves the right to search all Company workplaces, as well as packages, containers, briefcases, purses, lockers, desks, enclosures and/or other personal property of employees while on the Company's premises, to determine whether a weapon is being, or has been, brought onto the Company's property.

TIMEKEEPING & WAGES

TIMEKEEPING REQUIREMENTS

Hourly employees and salaried non-exempt employees are responsible for accurately recording their time worked. Federal and state laws require the Company to keep an accurate record of time worked to calculate employee pay and benefits. Time “worked” is all actual time spent on the job performing assigned duties.

All hourly and salaried non-exempt employees are required to record the time they begin and end their work period, as well as the beginning and ending time of each meal period. Employees also must record their time whenever they leave the worksite for any reason other than on Company business.

Working “off the clock” is strictly prohibited. If any supervisor directs or suggests an employee to perform work “off the clock,” the employee must notify the Human Resources Department immediately. Similarly, non-exempt employees are not permitted to perform work after hours or from home without specific direction from their supervisor. In the event such work is authorized, all time spent working must be reported on the employee’s time record.

The employee’s obligation to accurately record all hours worked does not relieve the employee of their obligation to obtain advance approval from their supervisor before working overtime or any hours beyond their assigned work schedule. Employees who work overtime or off-schedule hours without prior authorization by their supervisor are subject to disciplinary action, up to and including termination of employment.

Any employee recording time on another employee’s timecard or altering or falsifying any timecard is not permissible and is subject to disciplinary action, up to and including the termination of employment of the employees involved.

MEAL AND REST PERIODS

All rest and meal periods will be in accordance with state law. To the extent state law does not require rest and meal breaks, nonexempt employees will be provided with a 10-minute rest break for every four (4) hour period of work. This time is counted and paid as time worked.

Nonexempt employees scheduled to work more than a five (5) hour period will be provided with a 30-minute unpaid meal period.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

OVERTIME

When operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime. When possible, advance notification of these mandatory assignments will be provided. **All overtime work must be authorized in advance by a supervisor.** It is not the intent of the Company to overburden employees and employees will be compensated for any overtime spent on the Company’s behalf. After hour emergencies are paid to non-exempt employees at the rate of time and one-

half (1.5) times their normal hourly wage for all hours worked. The Company will attempt to distribute overtime evenly and accommodate individual schedules.

The Company provides compensation for all overtime hours worked by hourly and salaried non-exempt employees in accordance with state and federal laws. Only actual hours worked in each workday, or each workweek will apply in calculating overtime. Time off on sick leave, PTO leave, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Salaried exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

PAY DAY

Paychecks are normally available by the end of the business day on payday.

Paychecks are distributed on the 5th and the 20th of each month for work performed during the previous semi-monthly pay period. Employees should pick up their own paycheck on the normally scheduled pay day. If a regular payday falls on a holiday, employees will be paid on the last day worked before the holiday. The semi-monthly pay schedule is made up of twenty-four (24) pay periods per year.

The workweek starts on Sunday at 12:00 a.m. midnight and runs through Saturday at 11:59 p.m.

Every effort is made to avoid errors on an employee paycheck. If there is an error, the employee must report it immediately to the Payroll Department so corrections can be made as quickly as possible.

DIRECT DEPOSIT

Employees may also elect to receive their paychecks via direct deposit. Direct payroll deposit is the automatic deposit of the employee's pay into the financial institution accounts of their choice. The employee may begin and stop direct payroll deposit at any time. To begin automatic payroll deposit, the employee must complete and submit a Direct Deposit Authorization form to the Payroll Department.

MANDATORY DEDUCTIONS FROM PAYCHECK

The Company is required by law to make certain deductions from employee paychecks each time payroll is prepared. Among these are federal, state, and local income taxes and Social Security contributions as required by law. These deductions will be itemized on the employee's pay stub.

The amount of an employee's payroll tax deductions depends on their earnings and the information they provided on their W-4 and applicable state withholding forms. If an employee wishes to modify the information on their W-4 and/or applicable state withholding forms, they must submit a new W-4 and/or applicable state withholding form to the Payroll Department. Verbal or written instructions are not sufficient to modify withholding allowances. The Company advises employees to check their pay stub regularly to ensure that it reflects the proper number of withholdings. The W-2 form employees receive annually will reflect how much of their earnings are deducted for these purposes.

If an employee believes their deductions to be incorrect for any pay period or on their W-2 form, they must contact a member of the Company or the Payroll Department as quickly as possible to ensure corrections can be made in a timely manner.

WAGE GARNISHMENTS

When the Company receives a court-ordered wage garnishment for one of its employees, the Company is obligated to comply. The Company will notify employees when such deductions from their payroll check arise. The Company does act in accordance with the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

LACTATION BREAK

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their supervisor or the Human Resources Department to request time to express breast milk under this policy. The Company does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

BENEFITS

HEALTHCARE INSURANCE

As part of the Company's commitment to its employees and their wellbeing, the Company provides employees with Company sponsored benefit options. Although this section will introduce employees to these plans, the Company cannot provide all the details of each plan in this Handbook. Employees will receive official plan documents for each of the benefit plans the Company offers prior to their eligibility. These documents (along with any updates provided to the employee) should be the employee's primary resource for information about their benefit plans. If an employee identifies any conflict between the official benefit plan documents and the information in this Handbook, the employee should rely on the official plan documents.

Employees who are eligible for health insurance will receive a benefits enrollment packet approximately a month before their eligibility date. If the employee would like to participate in the plan, they must complete and return their enrollment forms to the Human Resources Department, or other designated individual within the organization. If an employee chooses not to participate in the plan during their initial eligibility period, they will be unable to enroll again until the next open enrollment period, unless there is a qualifying event. If an employee chooses not to participate in any group benefit plan, they will be required to fill out and submit an enrollment waiver to be provided by the Company in a timely fashion.

Examples of qualifying events to enroll in benefits would be:

- Change in an employee's marital status, to include marriage, divorce, legal separation, or annulment;
- Change in an employee's family status, to include birth, adoption, or placement for adoption;
- Loss of an employee's spouse or dependent coverage through another health care plan;
- An increase in work hours which would make an employee eligible to participate; and/or
- Court mandated coverage.

If an employee has any questions about making changes to their insurance coverage or need further information, they should contact the Human Resources Department. Changes to coverage must be immediately reported to the Benefits Department. An employee's failure to report changes within thirty (30) days of a qualifying event may result in a loss of benefits.

Employee contributions to insurance premiums will be made through payroll deductions. Healthcare premium deductions will be made on a pre-tax basis, while non-healthcare (i.e., group life, supplemental life, LTD, etc.) premium deductions will be made on a post-tax basis.

WORKERS' COMPENSATION

If an employee is injured on the job, in most cases they will be entitled to benefits under the State Workers' Compensation Law. The Company also carries workers' compensation insurance to protect its employees while employed by the Company at no cost. The plan covers employees in the event of a work-related injury or illness, and the Company will assist its employees to obtain all benefits legally entitled.

The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Tax free case benefits to partially replace lost wages; and
- Assistance in returning to suitable employment.

Employees who are injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law, will be placed on FMLA and applicable state leave during the time they are disabled and not released to return to work. Leave due to a work-related injury or illness will run concurrently with applicable Federal (FMLA) and state leave laws.

To ensure employees injured on the job receive the appropriate workers' compensation benefits to which they may be entitled to, employees must immediately report the work-related injury, no matter how minor, to their supervisor. Prompt reporting of work-related injury or illness enables the eligible employee to qualify for coverage as quickly as possible.

Workers' compensation benefits usually do not cover absences for medical treatment or therapy. When an employee reports a work-related illness or injury, they may be sent for medical treatment if treatment is necessary. Employees will be paid regular wages for the time spent seeking initial medical treatment. Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked.

Neither the Company nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Company.

SOCIAL SECURITY

Social Security is an important part of every employee's retirement benefit. As wage earners, employees are required by law to contribute a set amount of their weekly wages to the trust fund to which benefits are paid. The Company is required to deduct this amount from each paycheck its employees receive. In addition, the Company matches the amount of Social Security taxes paid by each employee.

An employee's Social Security number is used to record their earnings. Employees are encouraged to protect their Social Security record by ensuring their name and Social Security number on their payroll check stub and W-2 Form are correct. Employees may also want to make sure their earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration. Employees may call the U.S. Social Security Administration at (800) 772-1213 or access their Personal Earnings and Benefit Estimate Statement on-line at www.ssa.gov.

UNEMPLOYMENT INSURANCE

Unemployment insurance is a benefit designed to provide an eligible former employee with a temporary income if they became unemployed through no fault of their own. For the claim to be valid, the former employee must have a minimum amount of earnings as determined by the State, able and available to work, and actively seeking full-time work. All unemployed former employees are encouraged to apply for unemployment benefits through their local State Unemployment Office as the Company pays for the entire cost of this insurance program. Eligibility determination will be determined by the local State Unemployment Office.

LEAVE AND TIME OFF

PAID VACATION

The Company believes their employees should enjoy opportunities for time away from work. To recognize the varying needs of its employees, the Company provides employees with an annual allotment of Paid Time Off (PTO) to help meet those needs. Employees can use PTO for vacation, celebration of holidays that are not designated Company holidays, personal illness, appointments, emergencies, or any other personal business that requires time off from work. Depending upon state requirements, a portion of PTO may be designed as paid sick leave to meet state mandated paid sick leave requirements.

Employees become eligible for PTO once they have completed one-hundred and eighty (180) days of consecutive service with the Client Employer.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

ACCRUAL OF PAID TIME OFF

All full-time employees are eligible for PTO benefits. PTO benefits are accrued from the hire date and change on each employee's anniversary date (date of hire). PTO accrues as follows:

CONTINUOUS LENGTH OF SERVICE	HOURS ACCRUED PER PAY PERIOD	DAYS ACCRUED PER YEAR	MAXIMUM ACCRUAL CAP PER YEAR
6 MONTHS – 2 YEARS	1.667	5 DAYS	5 DAYS
3 – 5 YEARS	3.334	10 DAYS	10 DAYS
6 YEARS AND THEREAFTER	5.000	15 DAYS	15 DAYS

PTO may not be accrued in excess of the applicable maximum accrual cap (1.5 times the annual accrual rate as detailed in the chart above). Once an employee's unused and accrued PTO reaches the maximum cap, the employee will be ineligible to accrue any additional PTO. Only when the employee's PTO has fallen below the applicable maximum accrual cap (through use of their PTO), will PTO accrual begin to resume.

Eligible employees and their supervisors are mutually responsible for planning and scheduling the use of PTO. Although the Company will try its best to accommodate employee requests for use of PTO, the supervisor is ultimately responsible for the planning, coordination, and use of employee PTO to ensure such requests do not interfere with their department's operations. Therefore, to ensure PTO does not interfere with department operations, all PTO requests must be approved by the employee's supervisor in writing. The PTO request should be made with at least two (2) weeks of advance notice when possible. The PTO request must be approved by a manager before it is to be considered valid.

All PTO requests will be reviewed based on a number of factors to include department needs and staffing requirements.

Employees should also be aware of the following:

- The Company will make every reasonable attempt to allow an employee to use their accrued PTO at the time of their choosing; however, it is also important for employees to understand PTO requires a form of planning and scheduling to accommodate the needs of the business and staffing requirements;
 - *To the extent possible, employees should notify their supervisor at the Client Employer in writing with at least two (2) weeks in advance of the first requested day off to allow for the evaluation of business and plan accordingly;*
 - *Unless an employee is sick or experiencing an emergency, the employee's request must be approved by their supervisor at the Client Employer before it is considered valid; and/or*
 - *The Client Employer, at its sole discretion, may require employees to take their vacation at a particular time, and may also refuse application for vacation when business needs dictate.*
- Employees are eligible to begin using PTO upon completion of six (6) months of continuous employment.
- The employee must work their last scheduled day prior to the PTO and the first scheduled day following the PTO, unless the employee has received prior approval from their Supervisor for the time off to be valid and paid.
- Employees on a leave of absence or classified as an "inactive" status will not accrue PTO.

- The Company does not cash out accrued PTO.
- The Client Employer will pay out all accrued but unused PTO pay (*with exception to state law*) when an employee leaves the Client Employer.
- Requested PTO will not be approved for use during a two (2) week resignation notice period, as this defeats the purpose to allow for the Company to find and train a replacement.

HOLIDAYS

Employees who work thirty (30) or more hours a week and have completed three (3) months of consecutive service with the Company will be paid holiday pay if the employee is regularly scheduled to work on the day the holiday falls. In this case the employees will be paid holiday pay for their normally scheduled hours. Temporary employees are not eligible for holiday pay.

Employees on a leave of absence for any reason are ineligible for holiday benefits during the period they are on a leave of absence.

The Company provides the following paid holidays each year:

New Year's Day (January)	Memorial Day (May)	Independence Day (July)
Labor Day (September)	Thanksgiving Day (November)	Christmas Day (December)
Christmas Eve (December)	Christmas Day (December)	Two (2) Floating Holidays

The Company reserves the right to change the schedule or eliminate holidays with or without notice.

A recognized holiday that falls on a regularly scheduled day off may be scheduled for observance on the day before or the day after the actual holiday or may be compensated as a paid holiday with no additional time off.

Employees are required to work the day before and the day after the holiday to receive holiday pay unless the absence is excused. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs.

Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday, although advance notice may not always be possible. Employees asked to work on a holiday will only receive their normal rate of pay for work performed on a holiday.

Exempt employees will generally not receive additional holiday pay.

FLOATING HOLIDAY

All full-time, regular employees receive two floating holidays per year in addition to the Company's regular paid holidays. These two floating holidays may be used only for religious or cultural holidays, employee birthdays, or other state or federal holidays during which the Company remains open.

Floating holidays are available at the beginning of each calendar year for all current employees. A new employee hired before the end of the first half of the calendar year will receive two floating holidays upon hire; a new employee hired during the second half of the calendar year will receive one floating holiday upon hire.

Employees must specify the event for which they are requesting to use a floating holiday. The request must be scheduled and approved in advance by the employee's immediate supervisor.

Floating holidays will not be carried over to the next calendar year, nor may they be cashed out if not taken or paid upon termination of employment.

BEREAVEMENT

With a manager's approval, an employee may take five (5) days of unpaid time off to attend the funeral of an immediate family member. Immediate family members include a spouse, domestic partner, parents (stepparents or in-laws), children (stepchildren and in-laws), and siblings.

An employee who is notified of a death in their immediate family while at work will be unpaid for the remainder of the scheduled hours that day. The five (5) day eligibility for paid bereavement leave will not commence until the next regularly scheduled workday which is lost. All time off in connection with the death of an immediate family member, as defined above, should be scheduled with the employee's supervisor.

The Company will consider, on a case-by-case basis, requests for bereavement leave for the death of someone who does not qualify as an immediate family member under this policy.

The Company reserves the right to request proof of need prior to authorizing bereavement leave.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

JURY DUTY

The Company encourages employees to fulfill their civic responsibilities by serving jury duty when called. The Company will grant employees unpaid time off for mandatory jury duty or court appearances as a witness when the employee must serve or is required to appear because of a court order or subpoena. Employees should notify their supervisor of their need for time off to accommodate jury duty as soon as they receive a notice or summons from the court. The Company reserves the right to request a copy of the court order or subpoena.

Exempt employees will continue to receive their regular salary when they work partial weeks while on jury duty, pursuant to state and federal law.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Employees who have been subpoenaed or otherwise requested to testify as witnesses receive unpaid time off for the entire period of witness duty.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

VOTING

The Company encourages all employees to exercise their voting rights in local, state, and national elections. Since voting polls are open for extended periods, employees are encouraged to vote before or after their regular working hours.

If employees are unable to vote during their non-working hours, the Company will allow paid time off as governed by state law. The Company will provide two (2) hours of paid time off at the beginning or end of an employee's shift if the employee does not have at least three (3) nonworking hours when polls are open, to vote in a sanctioned election.

Employees are encouraged to request time off to vote from their supervisor at least two (2) working days prior to the Election Day. Notice is required to allow for the necessary time off so it may be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

LEAVES OF ABSENCE

LEAVE OF ABSENCE

The Company may grant an unpaid Leave of Absence (LOA) to employees in certain circumstances. Employees should submit their request in writing for a LOA as far in advance as possible. During any LOA, employees are required to stay connected with their supervisor and provide prompt notice of any change in anticipated return date. If an employee's LOA expires and fail to return to work without contacting their supervisor and/or the Company, the Company will assume the employee to not have any plan for return and will be terminated from employment.

Employees participating in a Company sponsored insurance plan will be responsible for making their usual share of premium payments to continue their coverage. If an employee fails to return to work, the employee may be required to reimburse the Company for any costs paid by the Company during the leave.

While on a LOA, employees may not accept other employment and are not eligible for unemployment insurance. Acceptance of, or working at, another employment establishment while on a LOA will be considered a voluntary resignation.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

RETURN TO WORK AFTER SERIOUS INJURY OR ILLNESS

As a joint protection to the employee and the Company, employees who have been absent from work because of serious illness or injury are required to obtain a doctor's release specifically stating that the employee can perform their normal duties or assignments.

A serious injury or illness is defined as one that results in the employee being absent from work for more than three (3) consecutive days or one which may limit the employee's future performance of regular duties or assignments.

FAMILY & MEDICAL LEAVE

The Company will grant unpaid leave to eligible employees in accordance with federal and state family and medical leave laws. Under most circumstances, leave taken under federal and state family and medical leave laws will run concurrently at the same time. For employees who will be out of work for more than three (3) days, they should contact the Human Resources Department to determine if a LOA will be necessary. Employees need to notify their supervisor as soon as they become aware of the need for a family medical leave.

Employees should contact Human Resources Department for any additional information about federal and state family and medical leave for which they may be eligible.

FAMILY & MEDICAL LEAVE ACT (FMLA)

The federal Family and Medical Leave Act (FMLA) allows eligible employees to take up to twelve (12) workweeks (480 hours) of an unpaid leave during a single, twelve (12) month period if the time off is needed due to the birth or placement of a child, the employee's serious health condition or the health condition of a family member (as defined by FMLA). For FMLA purposes, the Company measures the twelve (12) month period in which leave is taken by the "rolling" twelve (12) month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a Covered Servicemember, the Company calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends twelve (12) months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

To be eligible for FMLA leave, employees must:

- Work for a covered employer with fifty (50) or more employees in twenty (20) or more workweeks in the current or preceding calendar year, to include a joint employer or successor in interest to a covered employer;
- Works at a location where the employer has at least fifty (50) employees within a seventy-five (75) mile radius;
- Have worked for the employer for at least twelve (12) months; and
- Have worked at least 1,250 hours of service for the employer during the twelve (12) month period immediately preceding the leave.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Leave may be taken for one or more of the following reasons:

- Birth of an employee's child, including time for bonding with the child after birth (up to twelve (12) weeks);
- Placement of a child with an employee in connection with the adoption or foster care of the child by the employee (up to twelve (12) weeks);
- To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to twelve (12) weeks);
- Due to an employee's serious health condition that makes the employee unable to perform the functions of the employee's position (up to twelve (12) weeks);
- To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks) (see Military-Related FMLA Leave for more details); and/or
- To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to twelve (12) weeks) (see Military-Related FMLA Leave for more details).

SERIOUS HEALTH CONDITION

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either (i) an overnight stay in a medical care facility, or (ii) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities for more than three (3) full calendar days. The continuing treatment requirement includes two (2) visits to a health care provider or one (1) visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes, or migraines) that continues over an extended period of time and requires periodic visits (at least two (2) per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

FMLA Authorized Leave Amount

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks. Also, in addition to leave available under the FMLA and CFRA, female employees may be eligible for a leave of absence during periods of disability associated with pregnancy or childbirth (see Pregnancy Disability Leave of Absence Policy for more details).

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Intermittent leave is generally not permitted for the birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two (2) week increments. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not

unreasonably disrupt the Company's operations. Intermittent leave is permitted in increments of at least one (1) hour.

GROUP HEALTH PLAN COVERAGE

The Company will maintain coverage under the Company's group health plan during the employee's FMLA leave on the same terms as if the employee had continued to work. If applicable, the employee must make arrangements to pay their share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for the employee and their family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. Employees should consult the applicable plan document for all information regarding eligibility, coverage, and benefits.

EMPLOYEE NOTICE AND MEDICAL CERTIFICATION

Employees must provide notice of their need for FMLA leave and the notice for leave may be oral or written. Although the employee is not required to specifically mention FMLA, the employee is required to provide enough information for the employer to know that the leave may be covered under FMLA.

Therefore, when employees seek leave for to a FMLA-qualifying reason, the employee is required to provide the following:

- Sufficient information for the Company to determine if the requested leave may qualify for FMLA protection, to include the anticipated timing and duration of the leave;
 - *Sufficient information may include that the employee is unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave; and*
 - *The employee must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.*
- Thirty (30) days advance notice of the need to take FMLA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company's normal call-in procedures, absent unusual circumstances;
- Medical certification supporting the need for leave due to a serious health condition affecting the employee or their immediate family member within fifteen (15) calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances).
 - *If the employee fails to do so, the Company may delay the commencement of their leave, withdraw any designation of FMLA leave or deny the leave, in which case the employee's leave of absence would be treated in accordance with the Company's standard leave of absence and attendance policies, subjecting the employee to disciplinary action, up to and including termination; and/or*
 - *Second or third medical opinions and periodic re-certifications may also be required.*
- Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work; and
- Medical certification of fitness for duty before returning to work, if the leave was due to the employee's serious health condition, unless the absence was taken on an intermittent or reduced leave schedule.

- *The Company will require this certification to address whether the employee can perform the essential functions of their position.*

Failure to comply with the foregoing requirements may result in delay, denial of leave, or disciplinary action, up to and including termination.

For additional information and a Leave of Absence Request form, contact the Human Resources Department.

EMPLOYER RESPONSIBILITIES

The Company will inform the employee whether they are eligible for leave under the FMLA. Should the employee be eligible for FMLA leave, the Company will provide a notice that specifies any additional information required as well as the employee's rights and responsibilities. The Company will also inform the employee if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against their leave entitlement. If an employee is not eligible for FMLA leave, the Company will provide a reason for the ineligibility.

Upon return from FMLA leave, the employee will be restored to their original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. However, exceptions may apply for certain "key employees" as outlined in FMLA guidelines.

FAILURE TO RETURN FROM FMLA

If an employee fails to return to work as scheduled after FMLA leave or they exceed the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), the employee will be subject to the Company's standard LOA and attendance policies. This may result in the employee's termination if no other Company-provided leave is available. Likewise, following the conclusion of an employee's FMLA leave, the Company's obligation to maintain their group health plan benefits may end (subject to any applicable COBRA rights).

If the employee is unable to return to work after their FMLA leave, the employee must notify their supervisor or the Human Resources Department.

If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

OTHER EMPLOYMENT

While on a leave of absence, the employee is prohibited from holding other employment, including self-employment, that was not held immediately prior to the start of the leave. For example, if an employee has another job in addition to the employee's job with the Company (often referred to as "moonlighting"), they may continue to work the other job while on leave from the Company if medically able to do so. However, the employee may not seek or hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including FMLA leave, and violation may result in disciplinary action, up to and including immediate termination of employment.

FRAUD

Providing false, misleading information, or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

MILITARY-RELATED FMLA LEAVE

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Covered Servicemember is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Covered Veteran is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009, and March 8, 2013, is excluded in determining this five (5) year period.

Serious Injury or Illness

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the servicemember in the line of duty while on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Qualifying Exigencies

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “covered servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin to the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a covered servicemember in a “single twelve (12) month period.” The “single twelve (12) month period” begins on the first day leave is taken to care for a covered servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If the employee has not exhausted their twenty-six (26) workweeks of Military Caregiver Leave during this “single twelve (12) month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any “single twelve (12) month period.”

Within the “single twelve (12) month period” described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single twelve (12) month period,” an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a covered servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military

Caregiver Leave will be governed by, and managed in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e., the employee’s spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment, to address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty;
- Military events and related activities, to attend any official military ceremony, program, or event related to active duty or a call to active-duty status or to attend certain family support or assistance programs and informational briefings;
- Childcare and school activities, to arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility;
- Financial and legal arrangements, to make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits;
- Counseling, to attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent, when necessary, as a result of duty under a call or order to active duty;
- Temporary rest and recuperation, to spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment;
 - *Eligible employees may take up to fifteen (15) of days of leave for each instance of rest and recuperation;*

- *If an employee's spouse or registered domestic partner is a member of the military, the employee may be entitled to an additional ten (10) days of unpaid leave;*
- Post-deployment activities, to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active-duty status;
 - *This also encompasses leave to address issues that arise from the death of a covered military member while on active-duty status.*
- Mutually agreed upon leave or events that arise from the close family member's call or order to active duty, provided that the Company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active-duty orders or other military documentation indicating the appropriate military status and the dates of active-duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and managed in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

For additional information, contact the Human Resources Department.

MILITARY AND RESERVE DUTY LEAVE

Employees who serve in the U. S. Armed Forces, Reserves, National Guard, and other "Uniformed Services" (including the National Disaster Medical System and the Commissioned Corps of the Public Health Service) may take the necessary time off without pay to fulfill this obligation and will retain all of their legal rights for continued employment in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

In support of their request for leave under this policy, employees should provide their supervisor a copy of their orders or other appropriate written certification that the employees have been called to federal military duty for purposes of military training and exercises, drill, and encampment.

For additional information, contact the Human Resources Department.

REQUESTING A LEAVE OF ABSENCE

Employees may obtain a LOA request form from their supervisor or from Human Resources.

1. Employees are responsible for submitting a completed LOA request form at least thirty (30) days in advance of a planned leave. In emergency situations, employees may submit a request of less than thirty (30) days.
 - a. Medical certification is required for FMLA leave.
 - b. If at least thirty (30) days' notice has been provided, a copy of the medical certification should be attached to the FMLA leave request.

- c. If it is not possible to provide the medical certification at the time of the FMLA leave request, the employee must submit the medical certification within fifteen (15) calendar days of the date the leave is requested by the Company. *Please note: Approval of FMLA leave may be delayed or withheld until the appropriate medical certification is submitted to the Company.*
2. The completed LOA request form may be submitted to the employee's supervisor who will then forward it to Human Resources, or the employee may submit the form directly to Human Resources.
3. The Company will review the LOA request for eligibility and will notify the employee of their leave eligibility.
4. Final approval must be approved by the President of the Company.
5. Employees are responsible for notifying their supervisor and Human Resources if they are unable to return to work when their leave expires.
6. Employees on leave due to their own illness must present to their supervisor a notice from their healthcare provider certifying they are able to return to work.

CONTINUATION OF BENEFITS WHILE ON A LEAVE OF ABSENCE

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102% of the cost of the plan.

COBRA generally requires that group health plans sponsored by employers with twenty (20) or more employees in the prior year offer employees and their families the opportunity for a temporary extension of health coverage (continuation coverage) in certain instances where coverage under the plan would otherwise end.

COBRA outlines how employees and family members may elect continuation coverage and requires employers to provide notice.

For additional information, contact the Human Resources Department.

EMPLOYEE CONDUCT

STANDARDS OF CONDUCT

The Company endeavors to maintain a positive work environment and each employee plays a role in fostering this environment. Accordingly, all employees must abide by the rules of conduct to protect everyone's interest and safety within the organization. The purpose of these rules is not to restrict anyone's rights, but rather to be certain that all employees understand what conduct is expected and necessary.

While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment.

This list is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and the Company's operations may also be prohibited:

- Obtaining employment on the basis of false or misleading information;
- Violating Company policies, practices and/or procedures, to include those related to health, safety, and security;
- Neglecting job responsibilities or unsatisfactory job performance, to include irregular attendance, continual absenteeism, or tardiness;
- Falsifying, misrepresenting, or altering Company records, to include employment records, employment information, or any other records related to the performance of the Company;
- Falsifying or misrepresenting employment status, to include lying about illness or the need for personal leave;
- Completing another employee's time records or falsifying any time records;
- Stealing Company property, or any property belonging to employees, customers, suppliers, or visitors;
- Borrowing or using Company property, or any property belonging to employees, customers, suppliers, or visitors without prior authorization;
- Defacing, damaging, or destroying Company property, or any property belonging to employees, customers, suppliers, or visitors in any manner;
- Utilizing threats of violence to coerce or intimidate anyone during work hours, on Company premises, and/or when representing the Company;
- Engaging in violence or coercion toward anyone, to include intimidating, fighting, or provoking a fight during work hours, on Company premises, and/or when representing the Company;
- Carrying or possessing firearms, explosives or any other dangerous weapons or similarly related items on Company premises at any time;
- Causing, creating, or participating in disruption of any kind during work hours or on Company premises, to include horseplaying or practical jokes;
- Failing or refusing to follow instructions provided by a supervisor or manager; to include insubordination or the use of abusive or threatening language;
- Using inappropriate language, to include profanity (abusive, cussing, insulting, swearing, and/or vulgar language), during work hours or on Company premises;
- Committing acts of harassment (sexual, racial, or other), to include telling sexist or racist jokes, or making racial or ethnic slurs;
- Displaying any indifference or rudeness towards customers and/or fellow employees; or any disorderly/antagonistic conduct during work hours or on Company premises;
- Acting immorally or with indecency during work hours or on Company premises
- Conducting a lottery or gambling on Company premises;
- Failing to obtain permission to leave work for any reason during normal work hours;
- Sleeping or loitering on scheduled work time;
- Posting, removing, or altering notices on Company bulletin boards without the permission from the President of the Company;
- Committing a fraudulent act or breach of trust under any circumstances;
- Selling, possessing, using, or being intoxicated or under the influence of a controlled substance while at work, except for medications prescribed by a physician that do not impair;
- Soliciting or distributing of any nature on the Company's premises or during scheduled work time;

- Operating a Company owned vehicle without a valid Driver's License and/or allowing a non-authorized person to ride in the Company owned vehicle;
- Operating a personal vehicle in the performance of Company business without a valid Driver's License and/or allowing a non-authorized person to be in the vehicle during Company business;
- Engaging in conduct that creates a safety or health hazard, to include smoking in unauthorized areas;
- Releasing confidential information, to include employee, Company, or customer information;
- Removing, misusing, damaging, or destroying property of the Company, employees, or anyone on the Company's premises;
- Abusing the Company's telephone and cell phone systems for personal calls or pleasure (including, but not limited to, 900 numbers);
- Intentionally misrepresenting the Company to outside sources or to fellow employees.

Not every type of misconduct can be listed. In addition, all employees are employed at-will, and the Company reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in any given situation. However, the Company will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work. For additional information, contact the Human Resources Department.

ABSENTEEISM & TARDINESS (ATTENDANCE)

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrival, early departure, or other unanticipated and unapproved absences from schedule hours are disruptive and place a burden on other employees and on the Company.

If employees are unable to report to work or will arrive to work late, they must notify the Human Resources Department at least one (1) hour before the time they are scheduled to begin work for that day, or soon as possible in advance of the anticipated tardiness or absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, the employee is expected to notify Human Resources as soon as possible or practicable. In the event of an emergency, the employee's family member or friend should call on their behalf. The employee must contact Human Resources each day they are absent from work. In all cases of absence or tardiness, employees must provide their supervisor with their true reason or explanation.

If employees are to be absent due to an illness for three (3) or more successive days, they will be required to submit written documentation from their doctor stating they are able to resume normal work duties before their return to work. The Company reserves the right to request employees to be examined by a doctor of the Company's choice.

Employees absent from work for three (3) or more consecutive days without notifying the Company will be considered a voluntary resignation unless an emergency medical excuse is provided by a physician and accepted by the Company.

Excessive absences, tardiness or early departures may be subject to appropriate disciplinary action, up to and including termination.

Any errors on an employee's timecard should be reported immediately to their supervisor.

It is the employee's responsibility to sign their time record to certify the accuracy of their time records. The supervisor will review and sign off on an employee's time record before submitting it for payroll processing.

DRESS CODE AND OTHER PERSONAL STANDARDS

Because each employee is representative of the Company in the eyes of the public, each employee must report to work properly groomed and wearing appropriate business casual clothing. Employees are expected to dress neatly and, in a manner, consistent with the nature of our business and type of work performed. Employees who report to work inappropriately dressed may be asked to leave the workplace until they are properly dressed or groomed. Under such circumstances, the employee will be asked to clock out and return in acceptable attire.

Employees should consult their supervisor at the Client Employer if they have questions as to what constitutes appropriate appearance and business casual attire. For Energy Advisors, Client Employer provided polo shirts are required to be worn while working at all times, to include on all client virtual calls. Hats are strictly prohibited. Where necessary, reasonable accommodation may be provided for a person with a disability. Employees who violate dress code standards may be subject to appropriate disciplinary action.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Employees should avoid fashion extremes or any clothing that is provocative, suggestive, or disruptive to the work environment;
- Tube or halter tops, or short shorts/skirts may not be worn under any circumstances;
- Offensive body odor and poor personal hygiene is not professionally acceptable;
- Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances; and/or
- Body piercings and exposed tattoos may be prohibited at the discretion of the President of the Company.

HOUSEKEEPING

All employees are expected to keep their work areas clean and organized. Each employee is responsible for the appearance of their working area. Desks, files, and all other furniture/equipment in the employee's office or workstation should be kept neat and free of unnecessary clutter. All employees are expected to keep common areas looking orderly and professional. At the close of each business day, desks should be straightened, and aisle ways cleared.

Employees using common areas such as lunchrooms, locker rooms and restrooms are expected to pick up after themselves. Employees should clean up after their meals and dispose of trash properly.

WORKPLACE ETIQUETTE

The Company strives to maintain a positive work environment where employees treat each other with respect and courtesy. Sometimes issues arise when employees are unaware that their behavior in the workplace may be disruptive or annoying to others. Many of these day-to-day issues can be addressed by politely talking with a co-worker and bring the perceived problem to their attention. In most cases, common sense will dictate an appropriate resolution. The Company encourages all employees to keep an open mind and graciously accept constructive feedback or a request to change behavior that may be affecting another employee's ability to concentrate and be productive.

The following workplace etiquette guidelines are not necessarily intended to be hard and fast work rules with disciplinary consequences. They are simply suggestions for appropriate workplace behavior to help everyone be more conscientious and considerate of co-workers and the work environment.

Employees should contact their supervisor or Human Resources Department if they have comments, concerns, or suggestions regarding these workplace etiquette guidelines.

- Avoid public accusations or criticisms of other employees and address such issues privately with those involved or their supervisor;
- Minimize unscheduled interruptions of other employees while they are working;
- Communicate by e-mail or phone whenever possible instead of walking unexpectedly into a co-worker's office or workspace;
- Be conscious of how voice travels and keep a low volume of voice when speaking on the phone or to others in open areas;
- Keep socializing to a minimum and conduct conversations in areas where the noise will not be distracting to others;
- Minimize talking between workspaces or over cubicle walls and instead conduct conversations with co-workers in their workspace;
- Do not block walkways while carrying on conversations;
- Avoid discussions in public involving personal life/issues that can be easily overheard;
- Monitor the volume when listening to music, voice mail, or a speakerphone that others can hear;
- Keep all areas clean and do not leave behind waste or discarded papers.

CONFIDENTIALITY

In the course of an employee's work, they may have access to confidential information regarding the Company and its suppliers, customers, or perhaps even fellow employees. It is the responsibility of all employees to safeguard sensitive Company information obtained during employment. Sensitive Company information is defined as "Trade Secrets" or "Confidential Information" relating to products, work processes, know-how, customer or vendor lists, designs, drawings, formulas, test data, marketing data, accounting, pricing or salary information, business plans and strategies, negotiations and contracts, inventions, and discoveries.

TRADE SECRETS

"Trade Secrets" mean information including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The

Company's Trade Secrets are: (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

CONFIDENTIAL INFORMATION

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is proprietary and confidential in nature.

UNAUTHORIZED DISCLOSURE

As part of the consideration employees provide to the Company in exchange for their employment and continued employment with the Company, the employee agrees and acknowledge that all Trade Secrets/Confidential Information developed, created or maintained by the employee shall remain at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

If an employee is questioned by someone outside the Company and they are concerned about the appropriateness of giving them certain information, the employee is not required to answer. Instead, as politely as possible, the employee should refer the request to their supervisor.

No employee is permitted to remove, email, or make copies of any records, reports, or documents without prior Company approval. Disclosure of confidential information could lead to termination, as well as other possible legal action. Furthermore, all records, files, plans, documents, and the like relating to the business of the Company the employee may prepare, use, or encounter shall be and shall remain the sole property of the Company and shall not be copied without written permission of the Company. It shall be returned to the Company on termination or cessation of an employee's employment, or at the Company's request at any time.

Continued employment with the Company is contingent upon compliance with this policy. Employees who improperly use or disclose the Company's Trade Secrets/Confidential Information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

Upon termination of employment, employees must promptly return any and all documents containing the above information, knowledge or data, or relating thereto, to the Company. Confidential information obtained during the employee's employment with the Company may not be discussed, disclosed, or divulged to any third party, including future employers.

FRAUD, DISHONESTY AND FALSE STATEMENT

The Company has a zero-tolerance policy with respect to fraud, forgery, falsification of documents and all other forms of deceit. Employees and applicants are prohibited from providing false, dishonest, or misleading information on any application, medical history record, leave request, time entry, investigative questionnaire,

workplace injury report, or any other Company document. Employees are likewise prohibited from making any materially dishonest or false statement to another employee, or to a vendor, customer, or other third party in the course of performing the employee's job duties.

In addition, the Company will not tolerate the commission of embezzlement, theft, forgery, bribery, falsification, destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty.

CUSTOMER RELATIONS

The success of the Company depends upon the quality of the relationships between the Company, its employees, customers, suppliers, and the public. It is Company policy to provide its customers with the best possible service in a courteous and thoughtful manner always. Employees are expected to be polite, courteous, prompt, and attentive to every customer. If an employee encounters an uncomfortable situation that they do not feel capable of handling, they should contact their supervisor immediately.

Below are several things an employee can do to help give customers a good impression of the Company. These are the building blocks for our continued success.

- Act competently and deal with customers in a courteous and respectful manner;
- Communicate pleasantly and respectfully with other employees always;
- Respond to inquiries from customers, promptly and professionally;
- Use the approved greeting and speak in a courteous and professional manner;
- Never place a telephone caller on hold for an extended period; direct incoming calls to the appropriate persons and ensure the call is received;
- Show desire in assisting customers in obtaining the help they need or alert someone who can;
- Neatly prepare all correspondence and documents with an attention to accuracy and detail;
- Never argue with a customer; if a problem develops or if a customer remains dissatisfied, ask a supervisor to intervene; and
- Take immense pride in the work and enjoy doing the very best.

Employees should remember the customer comes first and should be treated in the same manner the employee would desire to be treated.

MEDIA INQUIRIES

Employees may be approached for interviews or comments by the news media. All media inquiries, whether verbal or written, are to be directed to the President of the Company. Only the Company's President is authorized to make or approve public statements pertaining to the Company, or its operations. No employees, unless specifically designated by the Company's management, are authorized to make those statements. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President of the Company.

This policy does not limit an employee's right to discuss the terms and conditions of their employment, or to try and improve these conditions.

SOLICITATION AND DISTRIBUTION OF LITERATURE

To ensure efficient operation of the Company's business and to prevent disruption to employees, the Company has established control of solicitations and distribution of literature on the Company's property. One such control are the following rules applicable to all employees and non-employees alike, and are intended to govern the solicitation, distribution of written material and access to company property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their working time or during the working time of the employee or the employees at whom such activity is directed.
- Employees may distribute or circulate any written or printed material only in nonwork areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed.
- Non-employees are not permitted to solicit or to distribute written material for any purpose on company property.
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is expected to be performing services for the Company; it does not include time during which an employee legitimately is not performing services, such as during break periods, meal periods or before or after scheduled work periods. "Work areas" do not include break rooms or parking lots.

USE OF COMPANY COMMUNICATIONS SYSTEMS

The Company uses various forms of electronic communication including, but not limited to computers, e-mail, telephones, Internet, cell phones, PDAs, etc. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the Company and are to be used only for Company business and not for any personal use.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of the Company.

Examples of inappropriate communications include, but are not limited to:

- Solicitation for commercial ventures, religious or political causes, outside organizations, or other non-work-related solicitations;
- Offensive or disruptive messages, including messages which contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone's age, sexual orientation, religious or political beliefs, national origin, or disability;
- Unwelcome propositions or romantic communications; and/or
- Messages that disparage anyone or any entity, including but not limited to the Company, its employees, customers, vendors, or their employees.

In addition, the electronic mail system is not to be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject the appropriate disciplinary action, up to and including termination.

Employees may not install personal software on the Company computer systems.

Voicemail and electronic mail (e-mail) systems are maintained by the Company to facilitate Company business; therefore, all messages sent, received, composed, and/or stored on these systems are property of the Company. All electronic information created by any employee using any means of electronic communication becomes the property of the Company and remains the property of the Company.

Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information. The Company will override all personal passwords, if necessary, for any reason.

Messages on the voicemail and e-mail systems are to be accessed only by the intended recipient and by others at the direct request of the intended recipient. However, the Company reserves the right to access messages on both systems at any time. Any attempt by persons other than the above to access messages on either system will constitute a serious violation of Company policy unless directed to do so by the Company's management.

The Company reserves the right to access and review electronic files, messages, mail, and other digital archives and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs.

No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by the Company.

Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, camera cell phones, cordless phones, portable computers, fax machines, cameras and/or video recorders and voice mail communications are required to use these methods in strict compliance with the trade secrets and confidential communication policy established by the Company. These communication tools should not be used for communicating confidential or sensitive information or any trade secrets.

Any information about the Company, its products or services, or other types of information that will appear in the electronic media about the Company must be approved by the President of the Company before the information is placed on electronic information that is accessible to others.

Employees should have no expectation of privacy while using the systems and equipment provided by the Company. The Company reserves the right to access an employee's voicemail (outgoing and incoming) and e-mail messages at any time. Therefore, an employee's outgoing voice-mail message must not indicate to the caller that their incoming message will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private, and passwords must be made known to the Company by all employees. Employees should be aware that even when a message has been erased, it still may

be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has remained private.

Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business. These systems are to be used by employees in conducting business and are not for employees' personal use. Incidental and occasional personal use of Company computers and our voice mail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages, as described above. However, personal use of the systems which interferes with an employee's work performance will not be tolerated.

USE OF COMPANY PROPERTY & EQUIPMENT

The Company's property, to include desks, cabinets, computers, vehicles, work areas and equipment, are to be used and maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes.

The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

All Company computer systems are the Company's property. All information that is temporarily or permanently stored, transmitted, or received with the aid of the Company's computer systems remains the sole and exclusive property of the Company.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on the Company's computer systems, and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on the Company's computer systems may not be used in any manner that violates this policy.

Upon termination of employment, an employee shall not remove any software, documents or data from the Company's computer systems and shall completely remove all data collected, downloaded and/or created on non-Company computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a terminating employee shall provide proof that such data has been removed from all personal computers used for Company business. Further, all Company property and equipment shall be returned to the Company immediately upon separation.

PROHIBITED USE UNDER ANY CIRCUMSTANCES

It is not possible to identify every type of inappropriate or impermissible use of the Company's computer systems. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws;

- Employees may not use the Company's computer systems in any way that violates the Company's policy against unlawful harassment, including sexual harassment;
 - *By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment; and*
 - *Employees are also prohibited from making threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.*
- Employees may not use the Company's computer systems in any manner that violates the Company's Rules of Conduct;
- Employees may not use the Company's computer systems in any manner that violates the Company's Policy on Confidential and Trade-Secret Information;
- Employees may not use or allow another individual to use the Company's computer systems for any purpose that is competitive with the Company as all such access and use is unauthorized;
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information;
- Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through the Company's computers, email, and Internet systems without prior authorization;
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs or play electronic games through the Company's computer systems; and/or
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through the Company's computer systems.

PROHIBITED USE DURING WORKING TIME

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through the Company's computer systems;
- Employees may not access Company computer systems for any purpose which does not advance the employer's legitimate business interests;
- Employees may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g., G-Chat and Yahoo Messenger), chat rooms and message boards, unless such activity is necessary for business purposes.

Any Company property issued to an employee, such as product computer equipment, keys, access cards or Company credit card must be returned to the Company at the time of their termination. The employee will be responsible for any lost or damaged items. Upon hire, employees who receive Company equipment will be issued a "Property Return Agreement" listing the equipment issued to the employee as well as the monetary value of the equipment. Depending upon state law, the value of any property issued and not returned may be

deducted from the employee's paycheck, and they may be required to sign a wage deduction authorization form for this purpose.

Prior authorization must be obtained before any Company property may be removed from the premises. This includes electronic and paper files.

PERSONAL PORTABLE DEVICES USE

The purpose of this policy is to promote a safe and productive work environment. This policy applies to both incoming and outgoing calls, text messages and general portable device use (i.e., games, internet, and various applications).

Employees may not use a portable device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or any other Company policies.

The Company will not be liable for the loss of portable devices brought into the workplace.

Cell phones shall be turned off or set to silent or vibrate mode during working hours (excluding rest and meal periods), meetings, conferences and in other locations where incoming calls may disrupt normal workflow.

Excessive use of personal cellular phones, smart phones, tablets, and other portable electronic devices during the workday can interfere with employee productivity and be distracting to others. Employees are, therefore, prohibited from using portable devices for personal purposes during working hours except in an emergency. Employees should ensure that friends and family members are aware of the Company's policy.

PERSONAL USE OF COMPANY-PROVIDED PORTABLE DEVICES

Where job or business needs demand immediate access to an employee, the Company may issue a business-owned portable device to an employee for work-related communications. These portable devices should be used in accordance with this policy. The Company reserves the right to deduct from an employee paycheck any charges incurred for an employee's personal or unauthorized use of the portable devices. In the event a cellphone is issued to the employee, the employee is required to use this cellphone for any Company business and is not allowed to conduct any Company business on their personal phones.

PORTABLE DEVICES AND SAFETY

Employees are required to refrain from using personal or Company-provided portable devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Employees are not permitted to use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or emails while driving. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to communicate via portable devices.

Employees who are charged with traffic violations resulting from the use of portable devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

OFF-DUTY CONDUCT & OUTSIDE EMPLOYMENT

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the Company's legitimate business interests or the employee's ability to perform their job is unacceptable and will not be tolerated.

While employed by the Company, employees are expected to devote their energies to their jobs with the Company. The following types of employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the Company;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with the Company;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with the Company;
- Additional employment that requests the employee to conduct work or related activities on Company property during the employee's working hours or using Company facilities and/or equipment; and/or
- Additional employment that directly or indirectly competes with the business or the interests of the Company.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the Company explaining the details of the additional employment. If the additional employment is authorized, the Company assumes no responsibility for workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

ANNOUNCEMENTS & POSTINGS

The Company maintains "posting" areas to provide information to employees, to include announcements, safety reminders, special schedules and government required postings and notices. Posting areas are not to be used for personalized messages or solicitations. If an employee has a message of interest for the workplace, they may submit it to their supervisor for approval.

COMMUNICATIONS (KEEP US INFORMED)

The Company is required by law to keep current all employee names and addresses. The employee is responsible for notifying and providing the Company of any changes in their personnel data. Personal mailing addresses, telephone numbers, names and number of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and any other such status reports should be accurate and current at all times. If any personnel data has changed, the employee should contact their supervisor or Human Resources Department.

If employees participate in the Company's group insurance plan, they must notify the Human Resources Department immediately upon experiencing a family status change. Failure to report status changes within thirty (30) days of the change may result in a loss of benefits.

CORRECTIVE ACTIONS

Violation of policies and rules of the Company may warrant disciplinary action. The Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment. The Company's policy of discipline in no way limits or alters the at-will employment relationship.

HEALTH AND SAFETY

DRUG FREE WORKPLACE

It is the desire of the Company to provide a drug-free, healthy, and safe workplace for employees and customers. The Company is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons. Therefore, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

The following rules and standards of conduct apply to all employees whether on Company property or during the workday (including meals and rest periods). Behavior that violates Company policy includes:

- Possession or use of an illegal or controlled substance or under the influence of an illegal or controlled substance while on the job;
- Driving a Company vehicle or conducting Company business while under the influence of an illegal or controlled substance while on the job; and/or
- Distribution, sale, or purchase of illegal or controlled substances while on the job.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

To enforce this policy, the Company reserves the right to:

- Conduct searches of Company property or employees and/or their individual property, and to implement other measures necessary to deter and detect abuse of this policy;
- Test any employee for any reason at any time, to include pre-employment drug testing, post-accident or injury drug testing and random drug testing; and/or
- Test any employee based on reasonable suspicion the employee may be under the influence of an illegal or controlled substance, following a workplace accident or unsafe practice, or as a follow-up procedure where the employee previously had tested positive or completed a drug rehabilitation or counseling program.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated as the conduct (even though off duty) reflects adversely on the Company. In addition, the Company must keep people who sell or possess controlled substances off Company property to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

SAFETY GUIDELINES

The Company strives to provide its employees with a safe and healthy workplace environment. To help the Company maintain a safe workplace, everyone must be safety conscious always to achieve our goal of providing a completely, safe workplace. Every employee is responsible for safety and all employees are expected to devote their full time, skill, and attention to the performance of their job responsibilities utilizing the highest standard of care and good judgment.

In addition to always following the Company's safety guidelines, safety rules and regulations, employees at every level are responsible for:

- Immediately reporting any work-related injury or illness to their supervisor or the Human Resources Department;
 - *If an employee feels sick, feels "off" slightly, or they are not sure if they sick, they must not come to work;*
 - *Employees should be respectful of their teammates and stay away when they are sick or do not feel well; and/or*
 - *Employees should only return to work when they feel better.*
- Properly using protective clothing, devices, or equipment;
- Attending all training sessions related to their job and participating in a safety committee when requested;
- Following the directions of warning signs, signals, or directions of supervisory personnel; and/or
- Reporting unsafe conditions and taking appropriate steps to eliminate and reduce hazards.

Failure to comply with or violate Company rules or safety guidelines will be considered as serious infractions of safety rules and may result in appropriate disciplinary action, up to and including termination.

REPORTING ACCIDENTS & SAFETY ISSUES

The Company is committed to providing our employees with a safe workplace. Keeping work-related injuries or illnesses from occurring is our first concern. However, in the event of a work-related injury, our goal is to help the employee recover and return to employment as soon as medically possible.

Federal law (Occupational Safety and Health Administration) and state Workers' Compensation Acts require the Company to keep records of all illnesses and accidents which occur during the workday. All employee job-related injuries or illnesses are to be reported to their supervisor immediately, regardless of severity. If an employee fails to report an injury, it may delay or jeopardize their right to certain benefits.

If an employee or fellow employee is injured or incurs a job-related illness, the employee should notify their supervisor immediately. If medical treatment is needed, the supervisor will refer the employee to a local medical clinic or emergency center, depending upon the severity of the injury or illness. The Workers' Compensation Incident Report must be completed in all cases in which an injury requiring medical attention has occurred. If an injury does not require medical attention, a Refusal to Seek Medical Attention form and a Workers' Compensation Incident Report must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected.

In addition to reporting accidents and injuries, employees must report all potential safety hazards, safety suggestions, and health and safety related issues to their supervisor.

OFF-DUTY USE OF FACILITIES

Employees are prohibited from being on the Company's premises or making use of the Company's facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property or Company equipment for personal use.

OFF-DUTY SOCIAL & RECREATIONAL ACTIVITIES

During the year, the Company may sponsor social or recreational activities for employees. Employee attendance at such social activities is completely voluntary and is considered not work-related. Therefore, the Company or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

WORKPLACE SECURITY & MONITORING

The Company has developed guidelines to help maintain a secure workplace. Employees should be aware of people loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Employees should Immediately report any suspicious person or activities to their supervisor. Employees should also secure their desk or office at the end of the day and when called away from the work area for any extended length of time and not leave any valuables and/or personal articles in or around their workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to possible security risks. Employees should immediately notify their supervisor when they see people acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

Workplace monitoring may be conducted by the Company to ensure quality control, employee safety, security, and customer satisfaction.

- Employees who regularly communicate with customers may have their telephone conversations monitored or recorded as monitoring is used to identify and correct performance problems through targeted training;
- Computers furnished to employees are the property of the Company; therefore, computer usage and files may be monitored or accessed;
- The Company may conduct video surveillance of non-private workplace areas as monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence; and

- Because the Company is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

INCLEMENT WEATHER / NATURAL DISASTERS

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

- Inclement weather: Conditions that may excuse absence from work include extreme snow, road closure, announced avalanche danger, whiteout, heavy rain, or severe flooding. If weather conditions prevent an employee from safely traveling to work, they must notify their supervisor by phone (if telephone service is functional) or by any other available means.
- Natural disasters: In the event of a natural disaster such as earthquake, hurricane, fire, or explosion, the office will be closed if the building is damaged or highways leading to the office are closed. For instructions on reporting to another location, the employee should contact the office immediately, if possible.

SMOKING

Most states and hundreds of cities have enacted legislation that restricts smoking in the workplace. With the current evidence that smoking is dangerous and injurious to a person's health and is a cause of material annoyance and discomfort to those who are present in confined places, the Company maintains a policy of no smoking within any confined workspace, including offices of all sizes, storage rooms, restrooms, and Company vehicles. Smoking is allowed only in designated smoking areas outside of the facility and only during regular rest and meal breaks. This policy specifically extends to electronic cigarettes ("e-cigarettes") or any other personal vaporizing devices.

Employees must remember to conform to the Company's customer's smoking policies when working at a customer's site.

EMPLOYEES WHO ARE REQUIRED TO DRIVE

Employees who are required to drive a Company vehicle or their own vehicles on Company business will be required to show proof of current valid driving licenses and current effective insurance coverage before the first day of employment. If a Company vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately.

Further, an employee may never use a motorcycle to conduct either business or provide transportation for a customer or fellow employee. All persons in Company vehicles are required to use their seatbelts. Not using seatbelts in a Company vehicle may lead to disciplinary action, up to and including termination.

Only persons authorized by a supervisor can be passengers in the Company's vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

Employees must notify the Company immediately of any change in the status of their driving record. Any employee whose duties include the operation of the Company's vehicles who is convicted of DUI/DWI or for reckless driving will be considered to have an unacceptable driving record and their continued employment will be subject to review. If an employee receives a traffic citation while operating a Company vehicle, they will be

responsible for paying any fine or penalty. If an employee is involved in a traffic accident while operating a Company vehicle, they are required to call 911 and report the accident. The employee must also report the accident to senior management immediately.

Any employee whose duties include the operation of Company vehicles who becomes uninsurable under the Company's liability policy will be considered to have an unacceptable driving record and their continued employment will be subject to review. The Company retains the right to transfer to an alternate position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

EMPLOYEE'S PERSONAL PROPERTY

For security reasons, employees should never leave personal belongings of value in the workplace. The Company will not be responsible for the loss, theft, or damage of the employee's individual property. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent.

EMPLOYEE PRIVACY

PERSONNEL RECORDS & EMPLOYEE PRIVACY

Employees have a right to inspect certain documents in their personnel file, as provided by law, in the presence of a Company representative at a mutually convenient time. Within thirty (30) days of an employee's written request, or the written request of the employee's designated representative, the Company will either make personnel records available to the employee for their inspection or provide a copy of the employee's personnel records to the employee or the employee's designated representative. The employee shall be responsible for the cost of copying.

Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals. No copies of documents in an employee's file may be made, except for documents they have previously signed. The employee may add their comment to any disputed item in the file.

The Company recognizes employee rights to privacy; therefore, the Company will restrict disclosure of employee personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to Human Resources. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

SECURITY INSPECTIONS

Desks, cabinets, and other storage devices may be provided for the convenience of employees but remain the sole property of the Company. Accordingly, desks, lockers, and other storage devices (as well as any articles found within them) can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

An employee's individual property (to include but not limited to lockers, packages, purses, and backpacks) may be inspected upon reasonable suspicion of unauthorized possession of the Company's property. The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations without notice to the employee and at any time, and not necessarily in the employee's presence.

PERSONAL BUSINESS, PERSONAL VISITS, & PERSONAL PHONE CALLS

Employees may not conduct personal business or business for another employer during their scheduled working hours. The telephone equipment is provided for use in conducting business for the Company. Therefore, the Company asks their employees for cooperation in limiting outgoing or incoming personal calls to an absolute minimum. Personal calls of short duration (i.e., two to three minutes) may be received and made at an employee's desk or workstation. No long-distance calls will be allowed unless prior permission to make such a call is received from a supervisor, and the necessity is apparent (e.g., an emergency). Personal telephone call privileges are subject to change or termination at any time. For instance, and not to be limiting, if the Company telephone lines become overloaded with calls or an employee is found spending more than just limited time on personal calls, this privilege will be revoked either generally or specifically as to the offending employee. Because telephone and computer equipment provided by the Company is provided for business purposes only, employees do not have an expectation of privacy while using business telephones and/or computer equipment. The Company reserves the right to record, video tape, monitors and access all business equipment at any time.

Personal visits by friends or relatives during work hours can be disruptive to the Company's operations and are strongly discouraged. If an employee receives a non-business-related visit from a friend or relative, they must notify their supervisor at the time of their guest's arrival and departure. Non-employees are strictly forbidden from entering unauthorized areas.

COMPUTERS, EMAIL AND THE INTERNET

EMAIL

Our Company provides employees with computer equipment, including an Internet connection and access to an electronic communications system, to enable them to perform their jobs successfully.

Email messages sent using Company communications equipment are the property of the Company. The Company reserves the right to access, monitor, read, and/or copy email messages at any time, for any reason. An employee should not expect that any email message they send using Company equipment to include messages they may consider to be, or label as, personal, will be private.

EMAIL RULES

All the Company's policies and rules of conduct apply to employee use of the email system. This means, for example, that an employee may not use the email system to send harassing or discriminatory messages, including messages with explicit sexual content or pornographic images; or to send threatening messages.

The Company expects employees to exercise discretion in using electronic communications equipment. When an employee sends email using the Company's communications equipment, they are representing the Company. Employees must ensure messages are professional and appropriate, in tone and in content. Employees should

remember, although an email may seem like a private conversation, the email can be printed, saved, and forwarded to unintended recipients. The employee should not send any email that they would not want their boss, their mother, or the Company's competitors to read.

Further, the Company prohibits employees from using personal e-mail addresses to conduct any Company business. Any employee who violates this policy can be subject to discipline, up to and including termination.

Any employee who violates this policy can be subject to discipline, up to and including termination.

UNSOLICITED EMAIL

To eliminate the receipt and transmission of unsolicited commercial email, the Company complies with the federal "CAN-SPAM" law. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service.

Employees are responsible for complying with the federal Anti-Spam regulations and therefore employees may not use the Company's computer systems to transmit unsolicited commercial email:

- Promoting the Company's business, goods, products, and services without prior authorization;
- Promoting an employee's own personal business, goods, products, and services;
- To the Company's customers who have elected to "opt-out" of receiving the Company's electronic advertisements; and/or
- That contains or is accompanied by maliciously false information.

In addition, to help the Company eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside email, employees should delete unfamiliar or suspicious email from outside the Company without opening it.

USING THE INTERNET

The Company may provide employees with computer equipment and capabilities, including Internet access, to help them perform their job. This policy governs the employee use of that equipment to access the Internet.

PROHIBITED USES OF THE INTERNET

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift. Employees may not, at any time, access the Internet using Company equipment or links for any of the following purposes:

- To visit websites that feature pornography, gambling, or violent images, or are otherwise inappropriate in the workplace;
- To operate an outside business, solicit money for personal purposes, or to otherwise act for personal financial gain (to include running online auctions);
- To download or copy software, games, text, photos, or any other works in violation of copyright, trademark, or other laws;
- To download any software program without the express consent of Management;
- To read, open, or download any file from the Internet without first screening that file for viruses using the Company's virus detection software; and/or

- For any type of personal use.

INTERNET USE IS NOT PRIVATE

The Company reserves the right to monitor employee use of the Internet at any time to ensure compliance with this policy. The employee should not expect that their use of the Internet, to include but not limited to, the sites they visit, the amount of time they spend online, and the communications they have, will be private.

SOFTWARE USE

It is the Company's policy to use licensed software only in accordance with the terms of its license agreement. Violating a license agreement is not only unethical, but also illegal and can subject the Company to criminal prosecution and substantial monetary penalties.

To help the adhere to this policy, employees may not do any of the following without permission from Management:

- Make a copy of any Company software program, for any reason;
- Install a Company software program on a home computer;
- Install a personal software program (that is, software owned by the employee) on any Company computer; and/or
- Download any software program from the Internet to a Company computer without prior authorization.

The Company may audit company-owned computers at any time to ensure compliance with this policy.

PERSONAL BLOGS AND ONLINE POSTS

The Company recognizes that some employees may choose to express themselves by posting personal information on the Internet through personal websites, blogs, or chat rooms, to include uploading content, or making comments on other websites or blogs. The Company values its employees' creativity and honor their interest in engaging in these forms of personal expression on their own time, should they choose to do so.

However, problems can arise when a personal posting identifies or appears to be associated with the Company, or when a personal posting is used in ways that violate the Company's rights or the rights of other employees. Because communications by the Company's employees could, in certain situations, negatively impact business operations, customer relations, or create legal liability, it is necessary for the Company to provide these guidelines. These guidelines are intended to ensure employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

NO POSTING USING COMPANY RESOURCES

Employees may not use the Company's resources (such as employer-owned equipment, including Company computer systems, Company-licensed software, or other electronic equipment) to create or maintain a personal blog or a personal website, or to upload content or make personal postings online, nor may they do so on Company time.

GUIDELINES FOR ONLINE POSTING

The employee is legally responsible for content they post to the Internet, in a blog or otherwise. Employees can be held personally liable for defaming others, revealing trade secrets or proprietary information, and copyright infringement, among other things.

All of the Company's policies apply to anything employees write in a personal blog, post to the Internet, or upload to the Internet. This means, for example, that employees may not use personal postings to harass or threaten other employees or reveal the Company's trade secrets or confidential information.

If, in the process of making a personal post or upload on the Internet, an employee identifies themselves as an employee of the Company, whether by explicit statement or by implication, the employee must clearly state that the views expressed in their post, or at their blog or website, are their own, and do not reflect the views of the Company.

Employees may not make false or misleading statements about the Company's philosophy, products, services, opinions, or affiliations with other companies.

Employees must keep in mind that their personal postings will be read not only by their friends and family, but possibly by their coworkers and supervisors, as well as the Company's customers, clients, and competitors. Even if employees post anonymously or under a pseudonym, their identity can be discovered relatively easily. Employees should use common sense when deciding what to include in a post or comment and not to say something that they would not want these people to read.

SOCIAL MEDIA

Though social media can be a fun and rewarding way to share an employee's experiences and opinions with family, friends, and co-workers around the world, the Company has established a few guidelines that assist its employees in the appropriate use of social media as it relates to their employment. These guidelines will help the employee make responsible decisions about the use of social media and they apply to all associates employed by the Company.

As the definition of "social media" is a rapidly evolving construct, communications categorized as such are described in broad categories and are not meant to be definitive or exhaustive. Employees are to understand and acknowledge the intent of these guidelines within the parameters of such electronic communications. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to the employee's own or someone else's web log (blog), journal or diary, personal web site, social networking or affinity web site, and web bulletin board or chat room, whether associated or affiliated with the Company or not, as well as any other form of electronic communication.

Employees engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (1) protecting certain confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment, and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company.

BE COURTEOUS

When posting information to social media outlets, employees of the Company must be fair and courteous to fellow associates, customers, members, suppliers, or people who work on behalf of the Company. The Company encourages employees to resolve complaints or grievances directly, rather than airing them on social media. If an employee decides to post complaints or criticisms publicly, they should avoid posting or displaying content that are vulgar, obscene, physically threatening or intimidating, or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Company policy. All communications posted to social media, and pertaining in any way to the Company, its employees, operations, affiliates, etc., must comply with the Company's ethics policy and discrimination and harassment prevention policy.

BE HONEST AND ACCURATE

Employees should always be honest and accurate when posting information or news about the Company to social media outlets. Employees are prohibited from posting or displaying content that is an intentional public attack on the quality of the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment. If an employee discovers the posted information is erroneous or mistaken, they should make a prompt correction and be open about any previous posts that they have altered. Even deleted posts can be searched as much of this content is still archived. Employees must never post unverified or knowingly false information about the Company, its employees, members, customers, suppliers, people working on its behalf, or its competitors.

USE DISCRETION

Employees posting information on social media outlets must maintain the confidentiality of trade secrets and private or confidential information. Employees should not post internal reports, policies, procedures, or other internal business-related confidential communications. Unless authorized and approved by the Company, employees are prohibited from disclosing or publishing any promotional content about the Company or its products. Moreover, employees may not post a photograph of a supervisor, manager, vendor, supplier, or customer without that individual's express permission. Employees should not create links from personal blogs, websites, or other social networking sites to the Company's official website without identifying themselves as an associate of the Company. Employees should be transparent about the source of their comments on social media outlets and ensure that their audience understands that opinions expressed are the employee's and not the Company's, and that the employee is not in any way representing the Company or its affiliates as a spokesperson or otherwise.

Postings that include discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct will not be tolerated. Any online conduct that adversely affects an employee's job performance, the performance of fellow associates, or otherwise adversely affects members, customers, suppliers, people who work on the Company's behalf, or its legitimate business interests, may result in disciplinary action, up to and including termination.

Employees should refrain from using social media during work hours or on equipment provided by the Company unless it is work-related, authorized by the employee's supervisor, and consistent with policy. Employees may not use the Company's e-mail addresses to register on social networks, blogs, or other online tools for personal use.

EMPLOYEE REFERENCES & VERIFICATION OF EMPLOYMENT

All requests for employment references or verification of employment must be directed to the Human Resources Department. Worksite managers, supervisors or employees are not authorized to release information for current or former employees.

The Company, Human Resources or Payroll Department do not respond to verbal requests for references or verification of employment. All such requests must be made in writing. By policy, the Company discloses only the dates of employment, the job title of the last position held and wage rate of former employees. Authorization to disclose this information must be in writing.

CONFLICTS OF INTEREST

CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Employees working at the Company are forbidden from engaging in any outside business or financial activity which conflicts with the interests of the Company, or which interferes with their ability to fully perform their job responsibilities. Company policy also forbids any financial interest in any outside business which works with or is a competitor of the Company (except where such ownership consists of securities of a publicly owned corporation regularly traded on the public stock market). Financial interests held by an employee or by their immediate family members in such companies are to be disclosed immediately to the Company so that a determination can be made as to whether a conflict exists. Members of the employee's immediate family include spouse, children, and any other relative sharing the same home as the employee. Rendering of directive, managerial, or consulting services to any outside concern which does business with or is a competitor of the Company, except with the knowledge and written consent of the President of the Company is also prohibited.

All employees must avoid situations involving actual or potential conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of the Company, which impairs an employee's ability to exercise good judgment on behalf of the Company, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, morale problems and possible claims of sexual harassment.

An employee involved in any of the types of relationship or situations described in this policy should immediately and fully disclose the relevant circumstances to their supervisor, or the Human Resources Department, for a determination about whether a potential or actual conflict exists. The Company will take all steps it deems necessary to prevent conflicts of interest and potential legal claims, including but not limited to transferring one or the other employees and terminating the employment of the manager or supervisor. Employees who engage in a romantic or sexual relationship are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the work environment.

All employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees' productivity. If an actual or potential conflict is determined, the Company may take appropriate action according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following:

- Accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers, without reporting it to the appropriate supervisor, with a value of \$25.00 or more;
- Working for a competitor, supplier, or customer;
- Engaging in self-employment in competition with the Company;
- Using proprietary or confidential Company information for personal gain or to the Company's detriment;
- Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, except that ownership of less than 1 percent (1%) of the publicly traded stock of a corporation will not be considered a conflict;
- Using the Company's assets or labor for personal use;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company; and/or
- Committing the Company to give its financial or other support to any outside activity or organization; or

If an employee or someone with whom an employee has a close relationship (a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier or potential supplier, the employee must disclose this fact in writing to the President of the Company. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier or customer, a conflict of interest may exist, which requires full disclosure to the Company.

Part-time employees may engage in outside employment, provided they disclose such employment and get written approval from the President of the Company.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination of employment.

GIFTS

Business decisions must be made impartially and based on such factors as price, quality, service, fiscal responsibility, and the maintenance of reliable sources of supply. Employees must ensure that any business courtesy offered or received does not influence or appear to influence business decisions. Therefore, the Company's employees shall not solicit, accept, or offer entertainment, gifts, or gratuities that have the appearance or effect of influencing the judgment of the recipient in the performance of their duties. This also includes any form of gratuity to or from employees of our customers or members of their families.

Employees may not receive, give, pay, promise, or offer customers anything of value whether cash or any other property for securing or appearing to secure preferential treatment. Employees may give customers or suppliers certain promotional "premiums" (such as t-shirts, coffee mugs, pens, or key chains) imprinted with the Company's logo or sales information.

Violation of this policy in any form will require immediate disciplinary action, up to and including termination.

COMPLAINT POLICIES

OUR DOORS ARE OPEN TO YOU

The Company desires to maintain a positive and pleasant environment for all employees. To help the Company meet this goal, the Company has an open-door policy, by which employees are encouraged to report work-related concerns.

If something about an employee's job is bothering them, or if they have a question, concern, idea, or problem related to their work, they are encouraged to discuss it with their supervisor as soon as possible. If for any reason the employee does not feel comfortable bringing the matter to their supervisor, they are free to raise the issue with any member of management.

We encourage employees to come forward and make their concerns known to the Company. The Company is unable to solve the problem if it does not know about it.

COMPLAINT RESOLUTION

The Company is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Company. If a situation occurs when an employee believes that a condition of employment or a decision affecting them is unjust or inequitable, the Company encourages the employee to discuss it with their supervisor. If an employee does not feel comfortable discussing their concerns with their supervisor, or are not satisfied with the response, they are encouraged to contact the Human Resources Department or President of the Company.

Every effort will be made to maintain confidentiality to the extent possible. However, it is important to know that from time to time, information gathered, and statements taken may be shared with others on a need-to-know basis, only. Appropriate action will be taken where warranted.

An employee will not be penalized, formally or informally, for voicing a complaint with the Company in a reasonable, business-like manner, or for using the problem resolution procedure. Retaliation against an employee utilizing this procedure will not be tolerated.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

ENDING EMPLOYMENT

TERMINATION

All Company employees are employed on an at-will basis. The employment relationship is at the mutual consent of the employee and the Company. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the Company. Nothing in this handbook or in individual compensation agreements constitutes a contract of employment, nor limits the right to terminate at-will employment. No supervisor, manager, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms.

Violation of policies and rules of the Company may warrant disciplinary action. The Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including termination of employment. The Company's policy of discipline in no way limits or alters the at-will employment relationship.

Employees who voluntarily resign from the Company are asked to provide at least two (2) weeks' advance notice of their resignation. This notice should be in writing and should briefly state the reason for leaving and the anticipated last day of work. The Company will consider the employee to have voluntarily terminated their employment if they resign from the Company, fail to return from an approved leave of absence on the date specified or fail to report to work or call in for three (3) or more consecutive workdays.

FINAL PAYCHECKS

Final paychecks will be issued in accordance with federal and state laws and will include all compensation earned, but not paid, through the date of termination as well as mandatory deductions.

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of an employee's termination of employment with the Company or loss of eligibility to remain covered under the group health insurance program, the employee and their eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at their own expense.

COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are:

- Change in the employee's marital status, including marriage, divorce, death of spouse, legal separation, or annulment;
- Change in family status, such as: birth, adoption, or placement for adoption, or death;
- Termination of employment by employee;
- Reduction in hours worked by employee, resulting in loss of coverage;
- Dependent child no longer meeting eligibility requirements; or

- Spouse or dependent become eligible for COBRA when covered employee drops group plan and becomes eligible and selects coverage through Medicare.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company group rates plus an administration fee. The Company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company's health insurance plan. The notice contains vital information about employee rights and obligations.

In addition to federal law, some states have their own COBRA regulations. Whenever federal and state laws differ, the provisions of the state in which the employee lives will apply.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I, Brian Decker (Print Name), an employee of Aveyo Soars (the "Company"), have received my copy of the Company employee handbook and its associated addendums. I understand that the policies, benefits, practices, and procedures contained in this employee handbook and associated addendums, may change, and be reissued from time to time, are not a contract of any kind. I understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship, with or without notice and with or without cause at any time.

I will read and follow the policies described in the handbook and its associated addendums. I understand violation of any of the Company's written or unwritten rules, personnel policies or practices may result in my immediate discharge. I have read the "employment at will" statement and understand how it relates to my employment with the Company. I understand that the Company has the right to change, interpret and/or cancel any of its published or unpublished personnel policies or practices at any time without notice. I understand that not complying with any of these policies may result in appropriate disciplinary action, up to and including termination, of which shall remain the sole discretion of the Company's management. Because these policies may change from time to time, I have been instructed to check with my supervisor and/or Human Resources if I have a specific question about any policy or practice.

 Signed with DocuBee — 0242ac120002

Signature of Employee

0261

Social Security Number (Last Four)

Brian Decker

Printed Employee Name

March 11, 2024

Date

Representative, Aveyo Soars

(After signing, the original will remain in your personal file permanently)

EMPLOYEE HANDBOOK ADDENDUM—ARIZONA

PERTAINS TO ARIZONA EMPLOYEES ONLY

THE PURPOSE OF THIS ADDENDUM

As stated earlier, the Employee Handbook itself is not all encompassing. Designed to only inform employees of the policies, practices, and procedures of the Company; the Employee Handbook is not designed to address the specific labor laws for each state to which the Company may employ and operate in. Therefore, the Employee Handbook Addendum is used to fulfill this need and is only applicable to the employee's state of employment.

As the Company continues to grow and expand into new states, it becomes essential for the Company to inform its employees on the labor laws specific to their state of employment. For example, some states may require specific meals or rest periods by law while others may not. Understanding that such policy would only apply to those employed in these states, an Employee Handbook Addendum is used to alert those employees to which the law pertains too; especially since the policy would not apply to all employees employed with the Company.

State specific Employee Handbook Addendums, such as this Arizona Addendum are required to be reviewed by all Arizona employees as this Addendum highlights and summarizes the Company's policies and practices specific to this state. If by chance the information contained within this Addendum differs from the labor laws within the employee's state of employment, the Company will comply with those laws. Whenever federal or state laws differ, the provisions of the appropriate law will apply. In the event an employee has a question or perceives a conflict between the Handbook and this Addendum, employees are encouraged to speak with their Human Resources Department.

As a reminder, circumstances constantly change whether it be the state the Company may operate in, or the labor laws confined within. As a result, the Company may have to revise, rescind, or supplement an Employee Handbook Amendment from time to time. Other than the at-will agreement and the agreement to arbitrate contained in the Employee Handbook, Employee Acknowledgment and Agreement, and this Employee Handbook Addendum should not be construed as creating a contract or a promise. The policies can change at any time, for any reason, without advanced notice.

EMPLOYMENT

ARIZONA CIVIL RIGHTS ACT (ACRA)

The Company is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, national origin, ancestry, citizenship status, sex (including childbirth, breastfeeding, and related medical conditions), gender, gender identity or expression, pregnancy, disability, age, protected medical condition, marital status, uniform service member and veteran status, sexual orientation, genetic information or any other protected status in accordance with all federal, state or local laws.

Furthermore, the Company is committed to following the State of Arizona's Civil Rights Act and will not discriminate on the basis of protected characteristics to include race, color, national origin, age (40 and over), sex (including pregnancy and maternity), religion, disability, and genetic information.

The Company also prohibits any adverse employment action against employees who make formal complaints, testify, or assist/participate in any investigation or hearing of unlawful discrimination.

LEGAL ARIZONA WORKERS ACT (LAWA)

The Legal Arizona Workers Act (LAWA) prohibits all employers from employing undocumented workers. Therefore, the Company will verify the identity and eligibility of all persons hired to work in the state of Arizona and will keep records of this verification for the duration of the employee's employment or three years, whichever is longer as per ARS § 23-211 to 23-214.

TIMEKEEPING & WAGES

OVERTIME

When operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime. When possible, advance notification of these mandatory assignments will be provided. All overtime work must be authorized in advance by a supervisor. It is not the intent of the Company to overburden employees and employees will be compensated for any overtime spent on the Company's behalf. The Company will attempt to distribute overtime evenly and accommodate individual schedules.

The Company provides compensation for all overtime hours worked by hourly and salaried non-exempt employees in accordance with state and federal laws. Only actual hours worked in each workday and each workweek will apply in calculating overtime. Time off on sick leave, PTO leave, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Overtime calculation for Arizona is as follows:

- Employees who work in excess of forty (40) hours a week are to be paid time-and-a-half wages for all additional hours worked.

Salaried exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

LEAVES AND TIME OFF

ARIZONA FAIR WAGES AND HEALTHY FAMILIES ACT

The Company complies with the Arizona Fair Wages and Healthy Families Act (FWHFA) Paid Sick Time requirement by providing paid sick time.

As per Arizona law, employers with fifteen (15) or more employees must earn one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum of forty (40) hours of paid sick leave per year. Employers with fewer than fifteen (15) employees must earn one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum of twenty-four (24) hours of paid sick leave per year.

LEAVES OF ABSENCES

CRIME VICTIM AND JUVENILE OFFENSE LEAVE (50+ EMPLOYEES)

The Company will allow employees unpaid, job-protected leave if the employee is a victim of a crime or victim of a juvenile offense to attend certain court proceedings or to obtain a protective order, dependent upon the need for leave.

Employees requesting Crime Victim or Juvenile Offense Leave must notify their supervisor as far in advance as possible before taking the leave, along with a copy of the notice of the proceeding to attend. Arizona courts will provide the victim with notice of any proceeding the victim has a right to attend.

CRIME VICTIM LEAVE

With a manager's approval, an employee may take unlimited unpaid time off to attend criminal proceedings related to a crime. A criminal proceeding is a hearing, argument, or other matter scheduled by and held before a trial court. A criminal proceeding DOES NOT include any deposition, lineup, grand jury proceeding or other matter not held in the presence of the court.

An employee who is a victim of a crime may take leave to:

1. Be present at all criminal proceedings in which the accused defendant has the right to be present. This includes any court proceedings that deal with the accused's initial court appearance, releasing the accused after arrest, sentencing negotiations, sentencing, and probation revocation.
2. Obtain or attempt to obtain an order of protection, an injunction against harassment or any other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child, without pay, to employees who are victims of domestic abuse, stalking, sexual assault, or any other crime related to domestic abuse.

JUVENILE OFFENSE LEAVE

An employee who is a victim of a juvenile offense may take leave to:

1. Be present throughout all court hearings in which the accused delinquent has the right to be present. This includes any court proceedings that deal with the juvenile's initial court appearance, releasing the juvenile after arrest, detention proceedings, and probation revocation.
2. Obtain or attempt to obtain an order of protection, an injunction against harassment or any other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child.

Employees should note that the Arizona Crime Victim Leave Law does not allow time off for physical or mental injuries caused by a crime or juvenile offense. However, the Family Medical leave Act ("FMLA") does allow eligible employees job-protected time off for most injuries.

The Company will not terminate any employee who is a victim of a crime or juvenile offense because the employee has exercised the right to leave work under this law. The Company will also not discriminate in any terms of employment against any employee who is a victim of a crime or juvenile offense because the employee exercises the right to leave work under this law.

VOTING

The Company encourages all employees to exercise their voting rights in local, state, and national elections. Since voting polls are open for long periods, employees are encouraged to vote before or after their regular working hours. If employees are unable to vote during their non-working hours, the Company will provide up to three (3) hours of paid time off at the beginning or end of an employee's shift. Employees may take as much time as needed to vote; however, only the time necessary as required by state will be paid.

Employees are encouraged to request time off to vote from their supervisor at least two (2) working days prior to the Election Day. Notice is required to allow for the necessary time off so it may be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

The Company will not provide voting leave if the employee's shift begins at least three hours after the polls open or ends at least three hours before the polls close.

ENDING EMPLOYMENT

FINAL PAY

Employees who resign will receive their final paycheck on the next scheduled payday as per ARS § 23-353. Employees who are terminated will receive their final paycheck within seven (7) working days or by the next payday, whichever is sooner as per ARS § 23-353.

The company does not pay out any accrued, but unused, paid time off.

EMPLOYEE ADDENDUM ACKNOWLEDGEMENT

I Brian Decker (Print Name), an employee of Aveyo Soars (the "Company"), have received my copy of the addendum to the Company's employee handbook. I understand that the policies, benefits, practices, and procedures contained in this addendum and those that may be issued from time to time, are not a contract of any kind.

I will read and follow the policies described in the addendum. I understand violation of any of the Company's written or unwritten rules, personnel policies or practices may result in my immediate discharge. I understand that the Company has the right to change, interpret and/or cancel any of its published or unpublished personnel policies or practices at any time without notice. I understand that not complying with any of these policies may result in appropriate disciplinary action, up to and including termination, of which shall remain the sole discretion of the Company's management. Because these policies may change from time to time, I have been instructed to check with my supervisor and/or Human Resources if I have a specific question about any policy or practice.

I have ready and fully understand the above policy.



Signed with DocuBee — 0242ac120002

Signature of Employee

(After signing, the original will remain in your personal file permanently)

March 11, 2024

Date

Condition of Employment

VertiSource HR, (hereinafter referred to as "VertiSource HR ") located at 6985 Union Park Center, Suite 100, Cottonwood Heights, UT., 84047 is duly incorporated in Utah to provide payroll services to employers.

Employee Name: Mike Machino (hereinafter referred to as the "Employee")

Employer Name: Aveyo Soars (hereinafter referred to as the "Employer")

Employee is hereby employed as a(n) Employee to work at/for the above referenced Employer.

1. Employee agrees at all times to conform to the policies and rules of the Employer.
2. Employee hereby acknowledges and agrees that Employee's position, title, duties, location of work, compensation and/or responsibilities may be modified at Employer's sole and absolute discretion.
3. Employee hereby acknowledges and agrees that Employee's employment is at-will, continuing for an indefinite period, subject to termination at any time, by either Employee or the Employer for any reason, with or without cause, by giving notice to the other, and employment shall terminate upon the giving of such notice. Employee understands and agrees that nothing herein is intended to constitute a contract of continued employment.
4. Employee hereby acknowledges and agrees that any dispute, controversy or claim arising out of, involving, affecting or related in any way to Employee's representations under this document or a breach of any agreement to which Employee is a party, or in any way arising out of, involving, affecting or related to Employee's employment or the conditions of employment or the termination of employment, or in any way arising out of, involving, affecting or related to any assignment or termination of any assignment with/at/for Employer, including but not limited to disputes, controversies or claims arising out of or related to the actions of Employer, and/or Employer's other employees, under Federal and/or State laws, shall be resolved by final and binding arbitration, pursuant to the Federal Arbitration Act, in conformity with the procedures and the applicable rules of the American Arbitration Association in the state where Employee is or was last employed by Employer. The arbitrator shall be entitled to award reasonable attorney's fees and costs to the prevailing party. The award shall be in writing, signed by the arbitrator, and shall provide the reasons for the award. Judgment upon the arbitrator's award may be filed in and enforced by any court having jurisdiction. This Agreement to Arbitrate Disputes does not prevent Employee from filing a charge or claim with any governmental administrative agency as permitted by applicable law.
5. Employee hereby acknowledges and agrees that, during any period for which Employer fails to pay any service fees to VertiSource HR, Employer will be fully and solely responsible for Employee's compensation during such period. Employee hereby waives and releases any claim for liability



against VertiSource HR as a result of Employer's failure to pay such fees.

6. Employee hereby acknowledges and agrees that Employee's employment is at the mutual consent of Employee and Employer. Consequently, both Employee and/or Employer may terminate Employee's employment relationship at any time, with or without cause or notice. Employer's employment is expressly at will and can be terminated at any time for any reason.
7. Employee hereby acknowledges and agrees that it has received or will receive access to Employer's Employee Handbook, and that Employee shall abide and be bound by the policies and procedures therein set forth.
8. Should Employee need to contact VertiSource HR for any reason, Employee may contact the VertiSource HR at (877) 565-3084 or (801) 566-3084.
9. Employee hereby fully authorizes, instructs, designates, and empowers VertiSource HR to offset any amounts owed to VertiSource HR and/or Employer for any advances, insurance premiums, or other amounts credited to Employee through payroll that are later determined to be more than the correct amount due to Employee, by deducting such amounts owed from Employee's subsequent payroll checks, unless prohibited by state law in which the Employee works. Should any such offset or deduction result in payment to Employee for less than the minimum wage, such offset or deduction may be spread over multiple checks to ensure that Employee is paid at least the applicable minimum wage.
10. Employee acknowledges and agrees that, if any term or provision herein is held for any reason to be invalid, void, or unenforceable, the remainder of the provisions herein shall nevertheless remain in full force and effect.
11. Employee acknowledges and agrees that any amendment, modification, or variation in terms herein must be in writing and signed by an officer of VertiSource HR; which excludes any and all on-site supervisor/manager or Employer as such individuals are not authorized to amend, modify, or vary these terms. Employee will execute and deliver all such other further instruments and documents as may be necessary, in the opinion of the Employer, to carry out the purposes herein described. Employee's obligations described herein may be assigned by VertiSource HR or by Employer.
12. While employed by the Employer, Employee acknowledges and agrees that Employee may have access to and become acquainted with secrets, confidential information, and various trade secrets, such as employee or customer information, formulas, patterns, Ideas, devices, processes, software programs, finances, and any and all other confidential intellectual property of Employer or of VertiSource HR, which are owned by them or used in the operation of their business. Employee agrees not to disclose any of these and not to use them in any way, while either employed by the Employer or at any time thereafter, except as expressly required in the course of Employee's employment.



Condition of Employment—*Employee Acknowledgement*

Employee hereby acknowledges and agrees that this document is comprehensive, and that neither Employer nor VertiSource HR are making any representations, warranties, terms, covenants, or conditions regarding Employee's employment. By signing below, Employee acknowledges that Employee has read and agreed to the above and to the additional terms of this document and understands that it is Employee's responsibility to provide all necessary documents to establish Employee's employment status with my Employer.

Mike Machino

Employee Name

March 11, 2024

Date


3 signed with DocuSign — 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



Equal Employment Opportunity Policy

The Company is an Equal Opportunity Employer and thereby determines all employment decisions on the basis of merit. Therefore, it is the Company's policy to prohibit any unlawful discrimination based on actual or perceived race (*including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists*), ethnicity, religion, color, national origin, ancestry, citizenship status, sex (*including childbirth, breast feeding, and related medical conditions*), gender, gender identity or expression, pregnancy, disability, age, protected medical condition, marital status, uniform service member and veteran status, sexual orientation, genetic information or any other protected status in accordance with all federal, state or local laws.

All such discrimination is unlawful.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the Company's operations and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact their supervisor, manager or VertiSource HR's Human Resources Department and request such an accommodation. The individual with the disability should specify what accommodation they will need to perform the job. The Company will then investigate to identify the barriers that may interfere with the equal opportunity of the applicant or employee to perform the job. The Company will identify possible accommodations, if any, that will help eliminate the limitation and if the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

If an Employee believes to have been subjected to any form of unlawful discrimination, they must submit a written complaint to their supervisor, manager, or VertiSource HR's Human Resources Department. The Employee's complaint should be specific and include the names of any witnesses or individuals involved. If the Employee needs assistance with their complaint, or if they prefer to make a complaint in person, contact VertiSource HR Human Resources Department for assistance. VertiSource HR will notify and work with the Company to immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.



If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. The Company will not retaliate against the employee for filing a complaint and will not knowingly permit retaliation by supervisory or managerial employees or by any fellow coworkers.

The Company is required to comply with all federal, state and local laws, regulations and programs.



Equal Employment Opportunity Policy—*Employee Acknowledgement*

I, Michael Machino have received my copy of the Company's Equal Employment Opportunity Policy. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.

I have read and agree to follow the Company's Equal Employment Opportunity Policy I have received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.

Michael Machino

Employee Name

March 11, 2024

Date


Signed with Acrobat — 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



EEO-1 Voluntary Self Identification Form

(Utah)

The Company is an Equal Employment Opportunity employer and is committed to providing equal opportunity in employment, including but not limited to selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. The Company prohibits discrimination in employment based on race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), religion, color, sex, pregnancy (including breast feeding and related medical conditions), national origin, citizenship status, uniform service member status, age, genetic information, disability, and for employees working in Utah, ancestry, ethnicity, gender identity and expression, sexual orientation, marital status, protected medical condition, or any other protected status in accordance with all applicable federal, state and local laws.

This voluntary survey assists us in complying with state and federal government record-keeping, reporting, and other legal requirements. We make periodic reports to the federal government regarding the data below. Your completion of this Voluntary Survey is optional. If you choose to volunteer the requested information, please note that this form is kept in a Confidential File and is not a part of your Application for Employment or personnel file.

Name <i>(Last, First, Middle Initial)</i> Michael Machino A		Job Title <i>(Duty Position)</i> COO
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonbinary		Date Completed March 11, 2024

Race/Ethnicity *(Please check one of the descriptions below corresponding to the ethnic group with which you identify.)*

- ☐ **Hispanic or Latino** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- ☐ **White (Not Hispanic or Latino)** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.
- ☐ **Black or African American (Not Hispanic or Latino)** A person having origins in any of the black racial groups of Africa.
- ☐ **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** A person having origins in any of the peoples of Hawaii, Guam, Samoa or other Pacific Islands.
- ☐ **Asian (Not Hispanic or Latino)** A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- ☐ **American Indian or Alaska Native (Not Hispanic or Latino)** A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment.
- ☐ **Two or More Races (Not Hispanic or Latino)** All persons who identify with more than one of the above five races.
- ☐ If you choose not to self-identify, please check box. *(If you decline to self-identify, employment records or observer identification may be used.)*



Notice Regarding The Company's Policy Against Unlawful Harassment, Discrimination, and Retaliation

The Company is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. Further to this commitment, we strictly prohibit all forms of unlawful discrimination and harassment, which includes discrimination and harassment on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), religious creed (including religious dress and grooming practices), ancestry, ethnicity, gender identity and expression, marital status, protected medical condition, reproductive health decision-making, medical leave or other types of protected leave (including requesting or taking approved leave under the FMLA), domestic violence victim status, political affiliation, or any other category protected by applicable local, state or federal law.

This policy against unlawful harassment, discrimination, and retaliation applies to all employees of the Company, including supervisors and managers. It also applies to all customers, vendors, and independent contractors, as well as to unpaid interns and volunteers (all of whom are designated for purposes of this policy only as "Business Associates"). We prohibit managers, supervisors and employees from harassing subordinates or co-workers as well as the Company's Business Associates. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. In addition, we prohibit Business Associates from harassing employees, unpaid interns, and volunteers.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct, including harassment based on sex, gender, gender transition, gender identity or expression, or sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests or comments;
- Electronically sending or posting sexually-related text-messages, videos or images;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's appearance, or anatomy, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, impeding or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and



- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine, or a female is too masculine.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning race, color, religion, national origin, age or other protected characteristic includes:

- Slurs, insults, and any other offensive remarks;
- Joking, mocking, or ridiculing conduct, whether written, verbal, or electronic;
- Threats, intimidation, horseplay, and other menacing behavior;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes;
- Electronically sending or posting harassing text messages, videos, or images; and
- Other conduct based on one or more of the protected categories identified in this policy.

If you have any questions about what constitutes prohibited harassing behavior, ask your supervisor or VertiSource HR Human Resources.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity; and
- Assisting another employee who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices. In addition, the Company will not penalize or retaliate against an employee who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or accommodations in the workplace to ensure the employee's safety and well-being.



What Should You Do If You Feel You Are Being, Or Have Been, Harassed, Discriminated Against, or Retaliated Against

If you feel that you are being harassed, discriminated against, or retaliated against in violation of this policy by any employee, supervisor, manager, or Business Associate of the Company, you should immediately contact VertiSource HR, Human Resources. In addition, if you observe harassment by another employee, supervisor, manager or Business Associate of the Company please report the incident immediately to the individuals above.

Supervisors who receive any complaint of harassment, discrimination or retaliation must promptly report such complaint to VertiSource HR Human Resources.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to the Company's attention so that we can take whatever steps are necessary to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated, as promptly as possible by an impartial and qualified person, and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits employees from refusing to cooperate with internal investigations and the internal complaint procedure. All complaints of unlawful harassment which are reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

The Utah Antidiscrimination and Labor Division's (ULAD) may also investigate and process complaints of harassment. Violators are subject to penalties and remedial measures that may include sanctions, fines, injunctions, reinstatement, back pay, and damages. The number is (801) 530-6800.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.



Policy Against Unlawful Harassment, Discrimination, and Retaliation —*Employee Acknowledgement*

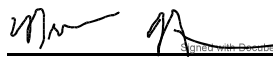
I, Michael Machino have received my copy of the Company's Policy Against Unlawful Harassment, Discrimination and Retaliation. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.

I have read and agree to follow the Company's Policy Against Unlawful Harassment, Discrimination and Retaliation I have received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.

If I currently work in a supervisory or managerial position, or if I am ever promoted to such position, in the event I know of or have reason to know of any act of harassment or the existence of a hostile, intimidating or offensive work environment in the workplace, I will report it to the appropriate management contact(s) and will cooperate completely in the investigation of any claims of harassment without retaliation against any person for making a complaint of harassment.

Michael Machino
Employee Name

March 11, 2024
Date


Signature with Document — 0242ac120002
Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



Drug Free Workplace Policy

The Company has a standard of conduct which prohibits the sale, purchase, possession, use or distribution of illegal drugs, alcohol, or illegal substances by Employees while at work, while on its Employers' worksites, or while operating an assigned vehicle or equipment (including Company owned and any private vehicles used for the Employer's business, or vehicles parked on the worksite premises). Employees are expected to be in suitable mental and physical condition at work, capable of performing their jobs satisfactorily and behaving properly.

It is the goal of the Company to maintain a drug-free workplace. To that end, the Company has adopted the following policies:

1. The unlawful manufacture, sale, possession, distribution or use of illegal substances or alcohol at any worksite, during work hours, while operating an assigned vehicle, or during non-working time where such activities would affect the reputation of the Company to the general public or threaten its integrity, is strictly prohibited.
2. This policy excludes over the counter or legally prescribed medication to the extent that the use of such medications does not adversely affect the Employee's judgment, performance, behavior, safety, or the safety of others. Employees must consult with management prior to using prescription medication while working.
3. In accordance with federal, state, and local laws, the Company may provide reasonable accommodations for qualified individuals.

The Company also reserves the right to require a drug/alcohol test under the following conditions:

- **Pre-Employment:** Drug screen conducted prior to, or shortly after the acceptance, of a position where all offers of employment are conditioned upon successful completion of the drug test.
- **Reasonable Suspicion:** Drug or alcohol screen conducted when the Employee is suspected to be under the influence of illegal substances or alcohol on the job, based on objective symptoms and factors (prior approval of Company Management is required).
- **Post-Accident:** Drug or alcohol screen conducted following a workplace incident in which the Employee involved was working in a safety sensitive position and which resulted in injury to the Employee, a coworker or property (prior approval of Company Management is Required).

As a condition of employment with the Company, the Employee must abide by the terms of this policy. Any violation of this policy will result in disciplinary action, up to and including termination of employment. Therefore, the Company urges Employees to use available community health and counseling facilities for help with alcohol or drug problems. It is each Employee's responsibility to seek assistance before the problem affects judgment, performance, or behavior.



Drug Free Workplace Policy—Employee Acknowledgement

I, Michael Machino have received my copy of the Company's Drug Free Workplace Policy. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.

I have read and agree to follow the Company's Drug Free Workplace Policy received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.


As a condition of employment, I understand I may need to submit to a pre-employment drug screening and/or be subject to a "post-accident" drug screen. I thereby give my consent to a physical examination to include (*but not limited to*) the collection of blood, urine, or breath samples, to be submitted for alcohol, drug, and controlled substance (or any combination thereof) abuse screening test. Additionally, I hereby consent to the release of such test results to those officials who will make the necessary employment decisions for the Company. I also understand that any positive results from such test, like any other pre-employment investigation, which indicates my inability to satisfactorily perform the job for which I am applying, may preclude my employment. Further, I understand that my failure to execute this voluntary consent will result in my not being further considered for employment.

Michael Machino

Employee Name

March 11, 2024

Date


Signed with DocuSign — 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



Safety Awareness Policy

The Company is committed to providing a safe and healthy workplace for all of its employees; thus, it is the Company's policy to ensure all employees are aware of all the occupational safety and health hazards associated with their job.

Managers, supervisors, and employees must understand safety will always take precedence over expediency or shortcuts. Managers, supervisors, and employee employees must also make every attempt to reduce the possibility of accidents, injuries, or illnesses. Protection of employees, the public and Company property is paramount. Management shall consider no phase of the Company's business operations more important than the health and safety of its employees.

Employee health and safety is to be the first consideration in the Company's business operations. Safe work practices on the part of the employees must be part of all Company operations. Employees must understand their personal responsibility for the prevention of workplace injuries or illnesses. Injury and illness prevention go hand-in-hand with efficient production. All workplace injuries and illnesses should be prevented!

In an effort to help prevent workplace injuries and illnesses, employees are required to adhere to the following safety guidelines:

General Safety

1. Identify all job safety requirements (*personal protective equipment, instructions, and tools*).
2. Understand all job safety procedures (*evacuations, notifications, and follow-up procedures*).
3. Report all safety hazards present to a supervisor or manager immediately upon discovery.
4. Abide by all health and safety policies, regulations, standards, and warning signs.
5. Know how to use safety equipment (*fire extinguishers, flashlights, first aid kits*) and their storage locations.
6. Familiarize yourself with emergency exits and always have an emergency exit strategy in mind.
7. Thoroughly read all safety materials and training guides distributed to you.
8. Understand all work and safety instructions clearly before starting a task.
9. Do not participate in horseplay or attempt to distract others.
10. Never attempt to work if ability or alertness is so impaired by fatigue, illness, or any other cause that may unnecessarily expose oneself or their co-workers to injury.
11. Watch for conditions or situations that are likely to cause slips, trips or falls, such as objects left, or fluids spilled on floors or stairways.
12. Never sacrifice safety for the sake of completing a task hurriedly.
13. Always use handrails on stairs and never remove guards or handrails from any platform.
14. Never report to work under the influence of alcohol or drugs.



15. **Report all workplace injuries** (*to include those that may not require medical attention*) to a supervisor or manager. The supervisor or manager will refer you to the appropriate medical clinic for medical treatment.

Ergonomics and Workplace Safety

1. Learn to lift and handle material safely. Never lift with your back and always ask for assistance in lifting heavy loads. Generally, a 40 pound or greater load requires assistance.
2. If using a cart, always push the load rather than pulling the load. Also ensure the intended path for the load is free and clear of any obstacles.
3. When carrying a load, carry in a manner that provides you with a clear path of direction.
4. Never place or stack objects in front of fire extinguishers or circuit breaker panels.
5. Always store heavier objects closest to the floor and never objects that will obstruct aisles, entryways, stairways or exits.
6. Keep all walking surfaces free from tripping hazards. Keep work areas dry, clean, and orderly.
7. Always ensure desk and filing cabinet drawers are closed. Only open one drawer at a time to retrieve an item and then immediately close the drawer.
8. Store heavier files and objects in the bottom drawer of the desk or filing cabinet.
9. Place computer monitors no higher than your eye level for normal vision. When using computers and keyboards, keep forearms parallel to the floor and elbows at your sides. Position the mouse close to ensure a straight line between your hand and forearm is maintained.
10. Office equipment, furniture and supplies should only be used for their intended purpose only. Never use equipment or supplies as a substitute for a hammer, pry bar, screwdriver, etc. Never use office equipment or furniture as a substitute for a stool or ladder.

Protective Equipment

1. Never do a task or operate equipment without the required personal protective equipment.
2. Wear safety glasses, goggles, or face-shield when there is a risk of eye injury.
3. Wear appropriate hearing protection whenever noise exposure is at or above 85 decibels over a time weighted average of eight (8) hours. Higher decibels have shorter time weighted averages. Exposure to 100 decibels for longer than fifteen (15) minutes are not recommended. Exposure to 110 decibels or greater for longer than one (1) minutes risks permanent hearing loss.
4. Wear suitable shoes when walking on rough or uneven surfaces. Steel-toed shoes are required when working around heavy loads that could fall on feet.
5. Wear shoes with slip resistant soles that provide maximum surface traction.
6. Wear reflective vests in areas with low lighting or when working during periods of reduced visibility.
7. Wear appropriate gloves to prevent cuts and provide protection from hazardous materials.



8. Use guardrails, a fall arrest system, or a fall restraint device whenever a task is required to be accomplished four (4) feet above the floor level.
9. Use appropriate respirators when working with hazardous materials.
10. Wear hard hats when there is a head hazard that exists.

Equipment Safety

1. Operate only equipment for which you are qualified and authorized.
2. Never wear jewelry or loose clothing around machinery or equipment.
3. Never use defective or unguarded equipment. If defective or unguarded, report the condition to a supervisor or manager.
4. Ensure machine safety guards are always in place when operating equipment. If missing, report the condition to a supervisor or manager.
5. Always inspect ladders before use. Be certain they are in good repair and of the correct height. If damaged, report the condition to a supervisor or manager.
6. Maintain hand tools in good repair. Inspect them regularly.
7. Confirm all pedestal/bench grinders are properly adjusted to include tongue guards, tool rests, and peripheral spindle guards.
8. Ensure all ventilation and exhaust fan blades with mesh (1/2 inch in diameter or smaller) are shielded when fans have been installed within seven (7) feet of the work area floor. If unshielded, report the condition to a supervisor or manager.
9. Do not use powered industrial trucks/forklifts that are defective in any manner (horn, brakes, etc.) If defective or inoperable, report the condition to a supervisor or manager.
10. Never use powder actuated tools unless are trained and have the operator's card in your wallet at the time of equipment operation. Seek training from a supervisor or manager.

Hazardous Materials

1. Wear all appropriate personal protective equipment prior to the handling of any chemicals.
2. Have spill kits readily available in the event of a chemical spill. Form a berm if necessary to ensure chemical spills do not enter any wastewater drainage.
3. Do not use chemicals without first referring to its Safety Data Sheet for proper instruction and handling procedures.
4. Store all chemicals in accordance with its Safety Data Sheet. If using secondary containers, label the container with the proper contents as per Occupational Safety and Health guidelines.
5. Report all chemical spills to a supervisor or manager immediately. Ensure spills are cleaned and chemicals disposed of according to Safety Data Sheet instructions.
6. Ensure "NO SMOKING" signs are posted and visible near all flammable liquids.
7. Store flammable liquids such as fuels and solvents (paint thinner) in approved safety cans. Use a suitable container for storage and only store the appropriate amount.



8. Always separate compressed gas cylinders by type when storing them, and secure with valve protective caps in place. Separate oxygen cylinders from fuel gases by twenty (20) feet.
9. Never store chemicals near food storage and food contact areas. Chemicals may leak or leech onto surfaces that may contact and contaminate food.
10. Always wash hands and skin after handling chemicals.

Electrical Safety

1. Prevent all potential contact with live electrical current. Ensure electrical panel doors are shut and inspect equipment and work area to ensure no exposed wiring.
2. Keep all electrical equipment at least five (5) feet away from water or other fluids.
3. Ensure portable electrical equipment (*power tools*) is grounded and GFCI protected.
4. Never use electrical equipment or extension cords with frayed cords, damaged insulation, or broken plugs.
5. When disconnecting electrical equipment from an outlet, gently pull the plug by its plug head, not by the plug cord.
6. Extension cords should never be used as permanent means of wiring. All cords must be free of defect and without splices and should never be “daisy chained.”
7. If working wear electrical hazards are present, always assume the electrical parts to be live.
8. Never use conductive tools where electrical hazards may be present. Use insulated tools if required to work near electrical hazards.
9. Never use an aluminum or steel ladder if working on electrical equipment or system at any height. Use only wooden or fiberglass ladders instead.
10. De-energize electrical equipment and parts before working on or near them. Isolate electrical energy by locking and tagging out the electrical equipment, system, or part as per the Company’s lockout/tagout procedures.



Safety Awareness Policy—*Employee Acknowledgement*

I, Michael Machino have received my copy of the Company's Safety Awareness Policy. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.

I have read and agree to follow the Company's Safety Awareness Policy received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.

As a condition of my safety and the safety of others, I understand that I have the right to refuse dangerous work. If the working condition clearly presents a risk of death or serious physical harm and I have informed by supervisor or manager, I have the legal right to refuse work until such conditions are corrected.

I understand my right to refuse work is only protected if all of the following conditions are met:


1. Where possible, you have asked the employer to eliminate the danger, and the employer failed to do so; and
2. You refused to work in "good faith." This means that you must genuinely believe that an imminent danger exists; and
3. A reasonable person would agree that there is a real danger of death or serious injury; and
4. There isn't enough time, due to the urgency of the hazard, to get it corrected through regular enforcement channels, such as requesting an OSHA inspection.

Michael Machino

Employee Name

March 11, 2024

Date


Signed with DocuSign — 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



Timekeeping Policy

(Applies to Hourly and Salary Non-Exempt Employees)

Time Record

The Employee timecard or timesheet, hereinafter ("time record"), is their statement to the supervisor or manager, and Payroll Department, for all hours worked each day, per pay period. **All hourly and salary non-exempt Employees** are responsible for recording (i.e., clocking in and out) their time at the start and end of each workday, and at the start and end of each meal period.

This is to include any time the Employee is required to leave the Worksite Employer's premises for any reason not work-related. Leaving the Worksite Employer premises for other than work-related tasks is to be considered as an unpaid break period.

If the Employee forgets to clock in or out, they must notify their supervisor or manager immediately. The supervisor or manager will then manually record the Employee's start and/or end time onto the Employee's time record. Each time record the Employee submits must contain their signature and be signed by their supervisor or manager. The Employee's signature on the time record certifies that all information contained is complete and correct.

Employees are to never clock in or out on another Employee's time record; nor permit another Employee to clock in and out on their time record. Any of these acts are grounds for disciplinary action, up to and including termination of employment.

Overtime

The Employee's overtime must be authorized by their supervisor or manager. Unauthorized overtime is never permitted. It is the Employee's responsibility to immediately notify their supervisor or manager whenever they may need to work past their scheduled shift. Notification allows for prior authorization and the prevention of any errors occurring on the Employee's paycheck. Failure to obtain the supervisor's or manager's authorization prior to working any overtime may result in disciplinary action, up to and including termination.

Whenever practical, the supervisor or manager will give the Employee advance notice of when they will be needed to work any overtime. Should overtime be necessary, the Company appreciates the cooperation.

Break/Rest Periods

Employees are provided with the opportunity to take a net ten (10) minute paid rest period for every 4-hours of worked (or major fraction thereof) performed, and it should be taken in the middle of each four 4-hour work period as practical. This equates to one (1) per 6-hour shift; two (2) per 8-hour shift; and three (3) per 10-hour shift. During the Employee's rest period, they will be relieved of all duty so they may enjoy this personal time.



Rest periods may not be “banked”; nor may they be added to meal breaks. They are also not used to reporting to work late or leaving work early. The supervisor or manager will notify the Employee of their scheduled rest period. If the supervisor or manager does not schedule the Employee for a rest period, the Employee should plan to take their rest period as near as possible to the middle of the work period. Failure to abide by this policy to take required rest periods may result in disciplinary action, up to and including termination.

Meal Periods

Employees are entitled to a minimum of a 30-minute unpaid meal period for every work period of more than 5 hours in a workday. This equates to one (1) per 5-hour shift and two (2) per 10-hour shift. Because the meal period is unpaid, Employees are required to record onto their time record the start and end time for each meal period. During the Employee’s meal period, they will be relieved of all duty so they may enjoy this personal time.

Employees may waive their meal period only with a supervisor’s or manager’s permission and only under the following conditions: 1) The Employee will complete their workday in 6-hours or less, or 2) the Employee has worked over 10-hours in their workday, have taken their first meal period, and will not work over 12-hours in that same workday. Under no circumstance are Employees are allowed to waive their meal periods to shorten their workday.

In addition, Employees may not combine their meal period with any rest period. Meal periods may not be waived to shorten a workday; nor may they be added to meal breaks. If the supervisor or manager does not schedule the Employee for a meal period, the Employee should plan to take their rest period as near as possible to the middle of the work period. Failure to abide by this policy to take required rest periods may result in disciplinary action, up to and including termination.



Timekeeping Policy—*Employee Acknowledgement*

I, Michael Machino have received my copy of the Company's Timekeeping Policy. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.

I have read and agree to follow the Company's Timekeeping Policy received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.

Michael Machino

Employee Name

March 11, 2024

Date

 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



Attendance Policy

Employees are the heartbeat of any Company. Without its employees, a Company is unable to provide the necessary services and products to its customers. Thus, the Company must rely on its Employees and their presence—to be present when scheduled to fulfill customer commitments and obligations.

However, when an Employee fails to report to work (*or is unable to report to work on time*), it adversely affects the Company's ability to service its customers. Even more so, when an Employee fails to report to work, it adversely affects other employees.

When an Employee fails to report to work as scheduled, their tasks become levied upon everyone else. Schedules often become adjusted and overtime necessary. This in turn furthers work-related stress, decreases morale, and fuels resentment towards those frequently absent. Plainly stated, absenteeism not only hurts the Company, but its employees and customers as well. Therefore, excessive absences, tardiness and/or early departures may subject an employee to appropriate disciplinary action, up to and including termination.

Absenteeism

Absenteeism is the failure of an employee to report to work as scheduled and thereby misses their regularly scheduled shift, overtime work, work-related meeting, or any other scheduled event for which the employee was expected to be present for.

If an employee is unable to report to work, they must call and **speak** to their supervisor or manager at least two (2) hours prior to their scheduled time to report to work for that day (*or as soon as possible in advance of the anticipated absence*). **Voicemail or text messages to a supervisor, manager or fellow Employee does not constitute notification.** The Employee must contact their supervisor or manager each day they are absent from work and provide an honest explanation. If the Employee is unable to call in due to an emergency, a family member or friend may call in on the Employee's behalf.

If an employee is absent from work due to injury or illness for three (3) or more consecutive workdays, the employee must provide a written document from their doctor stating the employee is able to resume normal work duties prior to returning to work. The Company reserves the right to request employees to be examined by a doctor of the Company's choice, if necessary.

Tardiness

Tardiness is the failure of an employee to report to work on time, as schedule and thereby misses part of their regularly scheduled shift, overtime work, work-related meeting, or any other scheduled event for which the employee was expected to be present for.

If an employee is unable to report to work on time, they must call and speak to their supervisor or manager at least two (2) hours prior to their scheduled time to report to work for that day. Voicemail or text messages to a supervisor, manager or fellow Employee does not constitute notification.



Attendance Policy—*Employee Acknowledgement*

I, Michael Machino have received my copy of the Company's Attendance Policy. I also understand that this policy and other policies that may be issued from time to time are not intended to be a contract of any kind. I further understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship with or without notice and with or without cause at any time.


I have read and agree to follow the Company's Attendance Policy received. I understand that any violation of the Company's written or unwritten rules and personnel policies or practices may result in disciplinary action, up to and including termination of employment. I also understand that the Company has the right to change, interpret and/or cancel any of its written or unwritten rules and personnel policies or practices at any time without advanced notice. Because such policies tend to change from time to time, I have been instructed to inquire with my supervisor should I have any specific questions about this policy or any of the Company's policies or practices.

Michael Machino

Employee Name

March 11, 2024

Date


Signed with DocuSign — 0242ac120002

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)



DISPUTE RESOLUTION AGREEMENT

Arizona

1. I and Aveyo Soars (“the Company”) agree to utilize binding individual arbitration to resolve all disputes that might arise out of or be related in any way to my employment by the Company. Such disputes include, but are not limited to, claims I might bring against the Company for wrongful termination, discrimination, harassment, retaliation, breach of contract, wage and hour violations, and torts such as invasion of privacy, assault and battery, or defamation. Such disputes also include claims that the Company might bring against me such as, for example, theft of money or trade secrets, breach of a confidentiality agreement, or breach of a contract. I and the Company each specifically waive our respective rights to bring such claims against the other in a court of law and to have a trial by jury.

2. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under state workers’ compensation law, claims for unemployment insurance, or other claims that are not subject to arbitration under law. Moreover, nothing herein shall prevent me from filing a charge or complaint with the United States Equal Employment Opportunity Commission or a similar state or local agency that allows me to file an administrative charge or complaint. Once the agency’s proceedings are completed, however, if I wish to pursue the matter further I understand that I must do so under this agreement.

3. My agreement to arbitrate claims against the Company includes claims I might bring against the Company’s parent, subsidiary, affiliated or client entities as well as against owners, directors, officers, managers, employees, agents, contractors, attorneys, benefit plan administrators, and insurers of the Company or of its parent, subsidiary, affiliated or client entities. I also agree to arbitrate claims against any person or entity I allege to be a joint employer with the Company.

4. I and the Company agree that any claims we might pursue against the other in arbitration under this agreement shall be brought in the individual capacity of myself or the Company. This agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or to permit such claims to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the validity, scope or enforceability of this agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. I agree to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class or collective basis.

5. If I wish to bring a claim to arbitration under this agreement, I understand that I must provide a written statement of my claim to the Company’s Designated Management Official at «CCCompanyAddress». I understand that I have the right to be represented by an attorney in the arbitration of any claim under this agreement, but it is not required that I have an attorney. I further understand that I must present any claim in arbitration before the statute of limitations expires for that type of claim.

6. At the beginning of any arbitration process under this agreement, I and the Company will need to select an arbitrator by mutual agreement. Such an arbitrator shall be a retired state or federal court judge in the state in which the dispute arose, or another qualified and impartial person that I and

the Company decide upon. In the event we cannot agree on the selection of an arbitrator, I and the Company will select an alternative dispute resolution provider and request from that provider a list of an odd number of potential arbitrators. From that list we will alternatively strike arbitrators, with the Company going first, until one arbitrator is left. That arbitrator shall be the arbitrator who will hear our case. If I and the Company cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law.

7. Any arbitration proceeding under this agreement shall proceed under and be governed by the Federal Arbitration Act, in conformity with the arbitration law of the state in which the dispute arose. In any arbitration proceeding under this agreement, all rules of pleading under the Federal Rules of Civil Procedure, the Federal Rules of Evidence, and all rights to resolution of the dispute by means of motions for summary judgment or judgment on the pleadings shall apply and be observed unless I and the Company agree otherwise. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings shall be privileged. The arbitrator's award(s) shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

8. The Company will pay the arbitrator's fees and other costs relating to the arbitration forum but I and the Company will be responsible for our own costs and for our attorneys' fees should we choose to be represented by counsel, unless the arbitrator shifts one party's costs and attorneys' fees to the other party in accordance with applicable law.

9. If any term or provision or any portion of this agreement is deemed invalid or unenforceable, it shall be severed and the remainder of this agreement shall be enforceable. Under no circumstances shall this agreement be construed to allow arbitration on a class, collective, or other similar basis, however.

10. I acknowledge that my employment at the Company is at-will. This means that I am not guaranteed employment for any specific period, and both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. I further acknowledge that nothing in this agreement shall affect or change my employment-at-will status.

[SPACE LEFT BLANK INTENTIONALLY]

11. I confirm that I have had time to read this agreement and ask the Company's representative any questions I had about the agreement prior to signing this agreement. I further confirm that I am signing this agreement voluntarily and not under any duress or threat of negative consequences for not signing the agreement.

MY SIGNATURE BELOW CONFIRMS THE FACT THAT I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES THE COMPANY AND ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT, AND THAT I AND THE COMPANY ARE GIVING UP OUR RIGHTS TO A TRIAL BY JURY.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.


Printed with DocuSign — 0242ac120002

Signature

Michael Machino

Print Full Name

March 11, 2024

Date

[GIVE A COPY TO EMPLOYEE AND RETAIN ORIGINAL IN PERSONNEL FILE]

CONFIDENTIALITY / NON-DISCLOSURE / NONCOMPETE AGREEMENT (Arizona)

This Agreement is entered into by and between Aveyo Soars ("Company") and Michael Machino ("Employee").

1. Effective date. As last signed by the parties below.

2. Confidentiality defined. Employee acknowledges that Company has expended great time, money and effort and is involved in a continuous program of research, implementation, training, marketing, development and client relations, in the offering of its services to others, of which has great value to Company and is considered proprietary and confidential. Confidential information includes not only information from outside sources disclosed by Company and its clients, but also information developed or learned by Employee during the course of retention. It also includes all information that would be detrimental to or against the wishes of Company or its clients, if there is an unauthorized disclosure. Additionally, the clients of Company insist on strict confidentiality as to the information they have provided. At all times during the performance of duties under this Agreement, as well and for one (1) year after termination, Employee shall keep in strictest confidence and trust, all confidential information.

The term "confidential information" shall be broadly defined to include, but not be limited to: discoveries; inventions; specifications; samples; data; computer programs; technical information; methods of operation and office procedures; training; techniques; know-how; research; reports; designs; client lists; pricing data; business plans; trade secrets; financial data; common-law and registered trademarks and copyrights; works of authorship; compositions; client recommendations and practices; advice given the clients; databases; budgets; projections; client identities and characteristics; spreadsheets; marketing plans; product plans; business strategies; media/social media information; forecasts; compilations; findings; ideas; concepts; as well as improvements to or derivatives from any of the above.

The definition of confidential information shall also encompass all trades secrets as may be defined by state law. including information that: (A) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, (C) is not known by actual or potential competitors of the Company, (D) has been created, discovered, developed, or otherwise become known through the work and efforts of the Company, or has otherwise been assigned and/or conveyed to the Company and (E) has actual or potential material economic value to the Company's present or future business.

Employee acknowledges the services provided to Company are of a special and unique nature. The work and experience with Company will enhance the value to a competitor or in a competitive business.

Employee also acknowledges the confidential information is essential for the Company's business operations, and any unauthorized disclosure would cause irreparable damage to the Company's interest as well as that of its clients, as well as the Company's business standing. As such, upon violation of this provision, Company may seek all legal remedies, including but not limited to damages and injunctive relief. The Company's rights described in this paragraph shall be based upon the principles of the following causes of action, described by example but not by limitation: breach of contract, intentional interference with prospective economic advantage/contract, breach of confidentiality, conversion of corporate opportunities, breach of fiduciary duty and misappropriation.

Employee also acknowledges that during retention it will not improperly use or disclose any confidential information or trade secrets, if any, of a former employer or any other person to whom the Employee has an obligation of confidentiality, without first seeking prior written consent.

3. Property of Company and assignment. All services, resulting content, work product created and deliverables performed by Employee and/or in conjunction with Company during retention ("work") is the property of Company and all right, title and interest therein shall vest with Company. Employee irrevocably assigns to Company all such work, as well as copyright, trademark, intellectual property, and trade secret rights that were developed or created in whole or in part, while Employee was retained under this Agreement. All such work shall belong exclusively to Company. As such, Employee assigns to Company all right, title and interest in the sense of an unlimited, unrestricted, royalty-free, fully paid, worldwide, and non-exclusive right to any such work. Employee further agrees to execute, acknowledge and deliver all paperwork prepared by Company as may be necessary for protection and registration for such work worldwide and to vest title in Company.

Upon the completion of services or upon the earlier termination of this Agreement, Employee shall immediately turn over to Company all work, documentation, files, confidential information, and deliverables acquired or developed by Employee pursuant to this Agreement. Thereafter, Employee shall delete all such work and confidential information contained on Employee's computer systems, as to all files and folders as well as deletion of any LinkedIn, Facebook, Twitter, or other social media profiles identifying or referring to Company and the work performed for Company, as well as using same for portfolios.

4. No disclosure to third parties. Employee shall not disclose (verbally or in writing), use, transfer, sell, publish, reproduce, induce, or assist in the use or disclosure of confidential information to any third party or entity, without Company's prior written consent, except as necessary in the ordinary course of performing the duties under this Agreement. At all times during the course of this Agreement, Employee shall promptly advise Company of any knowledge it may have of any

unauthorized release or use of such confidential information and shall take reasonable measures to prevent unauthorized persons or entities from having access to such information.

5. Disclosure exceptions. Notwithstanding the foregoing provisions, the Employee shall bear no liability to Company with respect to the Confidential Information if it is/was: 1) publicly known; (2) known at the time of its disclosure through no fault of the Employee; (3) lawfully received by the Employee from any third party or entity who had a legal right to disclose the information; (4) generated completely and independently by the Employee without the violation of any previous employer confidentiality agreements, before being hired by Company or (5) required to be disclosed under any law, governmental rule or regulation, or court order; provided however, that before making any such disclosure, Employee shall give Company (A) at least 10 working days prior written notice, along with the circumstances giving rise to one of the exceptions described herein and (B) in the case of disclosure pursuant to clause (5), a reasonable opportunity of Company to contest or prevent such disclosure from being required.

6. Noncompete. Employee agrees that while working for Company and for a period of one (1) year after Employee is no longer employed by Company, he/she will not engage, directly or indirectly, in the same or similar activities as were performed for the Company, in the capacity as an owner, associate, agent, representative, supervisor, principal, manager, officer, director, member, shareholder, employee, partner, advisor, consultant, or independent contractor, as follows: a) while self-employed (as a sole proprietor, corporation, limited liability company, partnership, or other business structure) or b) while working with or for a competitor of Company.

The term “competitor” shall include: any business enterprise or social media organization (including any group, division, or franchise of a larger organization) which is or may be directly competitive with Company in the same general industry, to any substantial degree.

These prohibitions shall apply to all geographical regions in which Company has clients, operates, and has received jobs, assignments, orders or profits within one year of completion of Employee’s services, whether already performed or contemplated/under development by Company on the date of such completion. If Company operates in one or more major cities, the restriction shall be for the greater metropolitan area or a 30-mile radius, whichever is greater. If Company operates in one or more towns or non-major cities, the restriction shall be within city limits. If Company operates substantially throughout a county, it will be within the jurisdiction of that county.

This prohibition shall apply to any business in which employee utilizes a former position, title, responsibility, role, or capacity acquired while working for Company and in which he or she gained any particular knowledge, expertise, or experience.

Employee agrees the restraints imposed under this Agreement are necessary for the reasonable protection of Company goodwill, reputation, and profitability. In the event a provision is determined by a court of competent jurisdiction to be unenforceable for any reason, such provision shall be deemed modified to permit its enforcement to the maximum extent permitted by law.

Employee shall also be prohibited from using, during a one (1) year period after termination, as to the geographical areas above-described Company confidential information while self-employed or working with a competitor.

7. Prior commitments. The Employee represents it has no other contracts, relationships, understandings, or commitments to any other person or entity that may conflict with the parties' obligations under this Agreement.

8. Solicitation of clients. For one (1) year after termination, Employee shall not, for the purpose of competing with Company, approach, contact, divert, appropriate, interfere with, take away, or solicit a Company client. This shall include, but not be limited to, buying, selling, furnishing services, and entering into any agreements, orders, contracts, purchase orders, or otherwise establishing business relationships with Company clients.

9. Solicitation of company employees. Employee acknowledges the importance to the business carried on by Company as to the human resources engaged and developed. Therefore, for one (1) year after termination, Employee shall not, directly or indirectly, whether for its own account or on behalf of an any other business entity, a) solicit, recruit, hire, induce, encourage, or cause to be hired away any employees, consultants, service providers, or manpower contractors (collectively "employees") of Company that were employees on the date of termination or six months proceeding; b) cause any Company employees to leave the employment of Company or c) cause any Company employees to terminate, breach, or modify the terms of their employment arrangement.

However, this paragraph shall not be breached by the placing of advertisements soliciting employees of the type then employed by Company in newspapers, Internet jobsites, and similar media generally accessible to the public.

10. No disparagement. Employee acknowledges it is forbidden from making, directly or indirectly, any verbal or written statements concerning the Company to anyone in a disparaging, misleading or negative manner.

11. Conflicting agreements. The Employee warrants it shall not enter into any agreement, either written or oral, which shall conflict with the provisions of this Agreement.

12. Injunctive relief. It is acknowledged that any breach by Employee of this Agreement will cause Company irreparable damage for which monetary relief would be inadequate compensation. Accordingly, the parties agree Company will be entitled to injunctive and other equitable relief to enforce this Agreement in addition to monetary damages and other available relief.

13. Amendments. This Agreement may not be changed, modified, or amended in any way, except by a written instrument signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives or assigns of the parties.

14. Governing law. This Agreement and any dispute arising from the relationship between the parties shall be governed by the laws of the State of Arizona.

15. Attorney's fees. In any action or proceeding arising out of or under this Agreement, as well as to enforce or interpret its terms, regarding any claim or cause of action, in contract or tort, the prevailing party shall be entitled to reasonable attorney's fees, court costs and expert fees.

16. Employee's right to independent legal advice. This Agreement has been prepared by Company and its representatives. Employee acknowledges it has been given the opportunity to review and discuss this Agreement with its own independent counsel.

17. Entire agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms and conditions between the parties relative to the subject matter of this Agreement. This supersedes all prior and/or contemporaneous understandings or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on any representation or warranty, outside this Agreement.

18. Severability. If any court finds a provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain valid, and shall be interpreted so as best to affect the intention of the parties.

19. Arbitration. Any and all disputes between the parties, on any basis, whether at law or equity, and pertaining to any causes of action, whether equitable, contractual, or tortious, and pertaining to any alleged damages, whether general, compensatory, special, consequential, or punitive shall be determined by private, binding arbitration.

Said binding arbitration shall be with the American Arbitration Association under its Employment Arbitration Rules. It shall be conducted by a single arbitrator. The Parties waive discovery with the exception of: (1) each side having the right to propound a single set of Request for Production of Documents and (2) each side having one day set for depositions of the other parties' representatives and experts. The parties confer jurisdiction upon the arbitrator to rule upon requests for a temporary restraining order or preliminary injunction. The parties waive their rights to any law and motion matters, including but not limited to demurrers, motions to strike, motions to dismiss, summary

judgment/adjudication and judgment on the pleadings. Motions in limine, not exceeding 5 per side, shall be presented 10 days before the arbitration.

Any award from the arbitrator shall become a judgment of any court of competent jurisdiction and shall not be subject to appeal. All parties will bear equally the costs of arbitration which will be considered costs of suit to the prevailing party.

Arbitration shall be held within 30 miles of the principal place of business of Company.

In the event the parties have executed a separate or “standalone” arbitration agreement, the provisions of that agreement shall prevail.


Dated: _____

Aveyo Soars,

By: _____
(Signature and Title)

Dated: March 11, 2024

Michael Machino
(Print Employee Name)



(Employee Signature)



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employee handbook

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WELCOME TO AVEYO SOAR!

Welcome!

We are glad to have you as a member of our team. As an employee of Aveyo Soar hereinafter (the “Company”), you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging and productive. Every employee has a significant role in our operations, and we value the ability and experience you bring to the organization. We look to you and our other employees to contribute to the success of the Company.

This handbook has been prepared to acquaint you with the employment policies and practices of the Company. Please read it carefully and keep it for future reference. If you have any questions, please contact a member of the Human Resources Department.

Neither this handbook nor any other verbal or written communication by the President of the Company, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. The Company adheres to the policy of employment at-will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Employment at-will may only be altered by the President of the Company, and only in writing; signed by the President of the Company.

Many matters covered by this handbook, including benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of Management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will.

This handbook supersedes all prior handbooks.

INTRODUCTION

THE PURPOSE OF THIS HANDBOOK

We believe our employees are happier and more valuable if they know what they can expect from Aveyo Soar (the "Company") and what the Company expects from them. In the preceding sections, we will introduce you to the Company's values, culture, and goals. We expect you to incorporate this information into your day-to-day job performance, striving to meet the Company's values in everything you do.

The remainder of this Handbook will familiarize you with the policies, privileges, benefits, and responsibilities of being an employee at the Company. Please understand that this Handbook can only highlight and summarize the Company's policies and practices. For detailed information, you will have to talk to your supervisor or the Human Resources Department.

This Employee Handbook contains information about the employment policies and practices of the Company. These policies reflect the Company's values, and we expect each employee to read this Employee Handbook carefully as it is a valuable reference for helping each employee understand their job and their employment with the Company.

This Employee Handbook supersedes all previously issued Employee Handbooks. Except for the policy of at-will employment, the reserves the right to revise, delete and add to the provisions of this Employee Handbook. All such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

This Employee Handbook is not a contract and does not constitute an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment - express or implied - that changes or alters the at-will employment relationship. Only the President of the Company has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President of the Company.

Not all of the Company's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, they should ask their supervisor, a Human Resources representative, or another member of management.

Nothing in this Employee Handbook or in any other document or policy is intended to violate any local, state, or federal law. Nothing in this Employee Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, including the right to communicate with others concerning wages, hours, benefits and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively through representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA). Furthermore, nothing in this Employee Handbook prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

The enclosed information may differ according to the law of the state in which you work, in which case the Company will comply with those laws. Whenever federal or state laws differ, the provisions of the appropriate law will apply. In general, applicable provisions are the ones most favorable to the employee.

HANDBOOK ADDENDUMS

Although the Company provides each employee with an Employee Handbook to address the policies, practices, and procedures of the Company, the Handbook itself is not all encompassing. In fact, the Handbook is designed to only inform the employee of the policies, practices, and procedures of the Company; not of the specific labor laws for each state to which the Company may employ and operate in. Instead, the Company provides an Addendum to each employee that will be applicable to their state of employment. For the purposes of the Addendum, an employee's state of employment is considered as the state to which the Company is obligated to pay unemployment insurance to; the state to which the employee may file a claim for unemployment insurance in.

For state specific Addendums applicable to the Company, such addendums are included toward the end of this Handbook. All employees are encouraged to review all Addendums regardless of applicability or not as a means to further their understanding of the services we provide to our clients abroad.

WHAT YOU CAN EXPECT FROM THE COMPANY

The Company believes in a work environment that fosters innovation and involvement to meet the challenges of our business. We believe in providing quality service to our customers and a quality workplace for our employees. Through this commitment, we will continue to ensure our success and growth as a Company.

WHAT WE EXPECT FROM YOU

The Company's service to customers is everyone's responsibility. Your duty is to treat customers and your fellow employees with respect. Our employees provide the services that our customers rely upon which enable us to grow and create new opportunities in the years to come.

We expect and depend upon you to perform the tasks assigned to the very best of your ability and to act in ways reflecting favorably on the Company, other employees, and yourself.

RIGHT TO REVISE

This Handbook contains the employment policies and practices of the Company in effect at the time of publication. All previously issued Handbooks and any inconsistent policy statements, or memoranda are superseded.

The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment.

Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. Changes will be effective on the dates determined by the Company. No oral statements or representations can in any way alter the provisions of this handbook.

This Handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this Handbook or in any other personnel documents, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

If you are uncertain about any policy or procedure, please contact your supervisor or Human Resources Department.

AT-WILL EMPLOYMENT STATUS

The Company's personnel are employed on an at-will basis. We sincerely hope your employment here will be a positive and rewarding experience. However, we cannot make any guarantees about your continued employment at our Company.

Employment at-will means you are free to quit at any time, for any reason, just as we are free to terminate your employment at any time, for any reason, with or without notice, with or without cause. Nothing in this Handbook shall change the right to terminate the at-will employment.

No employee or Company representative has the authority to change the at-will employment relationship, agree to different terms of employment or has authority to enter into an agreement for employment for any specified period of time. Only the President of the Company may change the at-will employment relationship; and if so, only under a written contract, signed by the President and the employee. Nothing in this Handbook constitutes a contract of employment or promise of continued employment.

WARNINGS AND DISCIPLINE

For violation of Company policy, the Company retains the right of immediate termination due to the at-will nature of employment. However, there are situations in which the Company may decide to give a warning or counseling first. In other words, there may be times in which our Company wishes to work with an employee before the actual termination. But this is in the ultimate discretion of the Company which may or may not decide to follow such procedures, because the Company does not have a formal progressive discipline policy. By giving such potential warnings before termination, the Company is not giving up its rights to immediate at-will termination and is not committed to following any progressive discipline.

Any changes to the "At-Will" nature of your employment or any employment contract must be in writing signed by the President of the Company.

EMPLOYMENT

EMPLOYMENT CLASSIFICATIONS

The following definitions of employment classifications are provided for employees to better understand their employment status and benefit eligibility. An employee's employment classification is based on their job description, the nature of their position and is used to determine how they are paid.

These classifications do not guarantee employment for any specified period. Accordingly, the right to terminate the employment relationship at will at any time is retained by the employee and the Company.

INTRODUCTORY EMPLOYEES

Introductory Employees are hired by the Company on a trial basis for a period of ninety (90) calendar days for assessing their ability to perform assigned tasks. Such employment may be terminated at any time, with or without cause, during the ninety (90) calendar day period. If the employee or the Company deems such action appropriate, the Company in its sole discretion may extend the ninety (90) calendar day period, if it is determined that such an extension is desirable or appropriate for any reason.

REGULAR FULL-TIME EMPLOYEES

Regular, Full-Time Employee are those employees who have successfully completed their introductory period and are no longer in a temporary status. Regular Full-Time Employees are regularly scheduled to work the Company's full-time schedule (minimum of forty (40) hours each week) and are eligible for the employer sponsored full benefits package, subject to the terms, conditions, and limitations of each benefit program.

These employees may be hourly or salary:

- **Hourly** full-time employees are those employees who receive a wage for each hour worked each week. Overtime pay will apply as per state and federal wage and hour laws.
- **Salary** full-time employees are those employees who receive a fixed amount of pay (salary) regardless of how many hours worked each week. Overtime pay may or may not apply depending on the job classification as per state and federal wage and hour laws.

REGULAR PART-TIME EMPLOYEES

Regular, Part-Time Employees are those employees who have successfully completed their introductory period and are no longer in a temporary status. Regular Part-Time Employees are regularly scheduled to work the Company's part-time schedule (maximum of thirty (30) hours each week) and may be eligible for some of the employer sponsored benefits offered by the Company, subject to the terms, conditions, and limitations of each benefit program.

TEMPORARY EMPLOYEES

Temporary Employees are those who are employed on short-term assignments. Temporary Employees hold jobs of limited duration arising out of special projects, abnormal workloads, or emergencies. An employee will not change from temporary status to another status unless specifically informed of such, by the agreement of immediate supervisor and President of the Company. Temporary employees are completely ineligible for any employer sponsored benefits.

ON-CALL EMPLOYEES

On-Call Employees are those who have no regular schedule of hours and are called to work on an “as needed basis.” On-Call Employees are completely ineligible for any employer sponsored benefits.

INACTIVE EMPLOYEES

Inactive Employees are those who are on any type of leave of absence (work related or non-work related) and may not be eligible for some of the employer sponsored benefits offered by the Company, subject to the terms, conditions, and limitations of each benefit program. During the time the employee is on inactive status, benefits and seniority will not generally accrue.

EMPLOYEE CLASSIFICATION

In addition to the employment classifications above, employees are also classified as “exempt” or “non-exempt” from federal and state wage and hour laws. An employee's exempt or non-exempt classification may be changed only upon written notification by the Company.

NONEXEMPT EMPLOYEES

Nonexempt Employees are individuals who are not exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and is therefore entitled to overtime pay for all hours worked beyond forty (40) in a workweek (as well as any state overtime provisions). Nonexempt employees may be paid on a salary, hourly or other basis.

EXEMPT EMPLOYEES

Exempt Employees are individuals who are exempt from the overtime provisions of the FLSA because they are classified as executive, professional, administrative, or outside sales employees, and therefore, meet the specific criteria for the exemption. Certain computer professionals may also be exempt. With some limited exceptions, exempt employees must be paid on a salary basis.

INDEPENDENT CONTRACTORS

Independent Contractors are self-employed individuals or entities contracted to perform work for, or provide services to, the Company. They are not employees of the Company and are not included in any of the employment classifications listed above. Independent Contractors are in their own trade or business of providing services to their customers, one of which may be the Company. No benefits programs are provided to Independent Contractors, nor are there any legally mandated. The Independent Contractor is solely responsible for obtaining their own social security, workers’ compensation, or any other benefits as part of their independent business.

EMPLOYMENT ELIGIBILITY

The Company is committed to employing only individuals who are citizens and non-citizens who are authorized to work in the United States. We do not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee (as a condition of employment) must complete the Employment Eligibility Verification Form I-9 and present supporting documentation to establish identity and employment eligibility.

All offers of employment are contingent on verification of the employee's right to work in the United States. Individuals unable to produce the required documentation or receipt/letter requesting appropriate documentation within three (3) days of hire will be terminated from employment. Employees who have not submitted the original documents to replace the receipt/letter within ninety (90) days of hire will also be terminated from employment.

CHANGE IN EMPLOYMENT CLASSIFICATION/STATUS

The President of the Company will maintain employee personnel records as required by law and deemed essential for efficient operations.

Employees are requested to report promptly of any change in status as listed below:

- Name
- Address
- Telephone Number
- Marital Status
- Name, Birth Date, Relationship and Total Number of Dependents
- Person(s) to Notify in Case of Emergency
- Beneficiary of Life Insurance
- Group Insurance Status

RE-HIRED EMPLOYEES

Employees who are re-hired following a break in service more than one (1) month, outside of any approved leave of absence, must serve a new probationary period whether or not such a period was previously completed. Re-hired employees are considered new employees from the effective date of their re-employment for all purposes, including purposes for determining benefits. Employees returning from maternity leave is not considered as a re-hired employee.

INTRODUCTORY PERIOD

The first ninety (90) days of continuous employment at the Company is considered an "introductory period." During this time, the employee will learn their responsibilities, get acquainted with their fellow employees, and determine whether the position meets their expectations. This "introductory period" also provides the supervisor with the opportunity to determine the ability of the employee to perform their job. The supervisor will closely monitor the employee's performance. The Company reserves the right to extend the duration of the introductory period when such an extension is determined appropriate. It is the Company's sole and absolute discretion to evaluate the employee's job performance. An employee will not be eligible for any bonus program or Company benefits while they are in the "introductory period."

Upon completion of the introductory period, the Company will review the employee's performance and a performance evaluation will be conducted to ascertain the advisability of continued employment on a regular basis. If the Company finds the employee's performance satisfactory and decides to continue their employment, they will advise the employee of any improvements expected. Completion of the introductory period does not entitle an employee to remain employed by the Company for any definite period, but rather allows the employee and the Company to evaluate whether they are right for the position.

The Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign, or transfer job positions, or assign additional job responsibilities.

Any significant absence will extend an introductory period by the length of the absence. If the Company determines that the introductory period does not allow sufficient time to thoroughly evaluate an employee's performance, the introductory period may be extended for a specified period. The introductory period may also be extended based on the nature of the employment position.

During and after the introductory period, the employee's employment with the Company remains "at-will." At any time during or after the introductory period, either the employee or the Company can terminate the employment relationship at any time, for any reason, with or without cause and with or without any notice.

JOB DUTIES

During the introductory period, the employee's supervisor will explain job responsibilities and the performance standards expected. An employee's job responsibilities may change at any time during their employment. From time to time, the employee may be asked to work on special projects, or to assist with other work necessary or important to the operation of their department or the Company. In some cases, the operational needs of the Company may require a change to an employee's regular workday and/or workweek hours. The employee's cooperation and assistance in performing additional work or working a different schedule is appreciated and expected.

The Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign, or transfer job positions, or assign additional job responsibilities.

JOB PERFORMANCE & REVIEW

The Company is committed to helping each employee realize and reach their full potential. Depending on the employee's classification and position, the Company will review employee performance annually to note major accomplishments and progress, as well as review any performance challenges. However, the Company is not obligated to provide regular performance reviews. In addition, a positive performance review does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions are determined by and at the discretion of President of the Company.

Aside from annual performance reviews, the Company encourages the employee and their supervisor to discuss the employee's job performance and goals on an informal, day-to-day basis.

EQUAL EMPLOYMENT OPPORTUNITY

EQUAL OPPORTUNITY EMPLOYER

The Company is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, national origin, ancestry, citizenship status, sex (including childbirth, breastfeeding, and related medical conditions), gender, gender identity or expression, pregnancy, disability, age, protected medical condition, marital status, uniform service member and veteran status, sexual orientation, genetic information or any other protected status in accordance with all federal, state or local laws.

If an employee believes to have been subjected to conduct which violates this policy, they should immediately report the matter to their supervisor or the Human Resources Department. If an employee is unable to inform their supervisor or the Human Resources Department, or if they have not received a satisfactory response within five (5) business days after the report, the employee should notify the President of the Company.

Note: If an employee's supervisor is the person toward whom the complaint is to be directed, the employee must contact the Human Resources Department or the President of the Company. The Company will not allow any form of retaliation against any employee who raises an issue of equal employment opportunity.

If an employee believes to have been subjected to any such retaliation, they should report it in the same manner they would report a perceived violation of this policy. To ensure the Company's workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge.

REASONABLE ACCOMMODATIONS

The Company is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and practices. This policy extends to all aspects of our employment practices, including but not limited to recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and any other terms or conditions of employment. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees' religious beliefs and practices, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual.

If an employee requires an accommodation to perform the essential functions of their job and/or for their religious beliefs or practices, the employee must notify their Human Resources Department. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations.

If an employee believes to have been treated in a manner not in accordance with these policies, the employee must notify their Human Resources Department immediately. Employees are encouraged to utilize this procedure without fear of retaliation.

PREGNANT WORKERS FAIRNESS ACT (PWFA)

The Pregnant Workers Fairness Act (PWFA) is designed to protect employees and applicants with known limitations due to pregnancy, childbirth, or any other related medical condition and requires the employer to provide “reasonable accommodations” to facilitate such known limitations at work.

The PWFA only applies to accommodations that are reasonable and would not cause the employer an “undue hardship.” For the purposes of this Act, reasonable accommodation is a modification or adjustment to a job, work environment, or the way things are usually done while at work. Examples of reasonable accommodation include (*but not limited to*) providing interpreters, readers, or other personal assistance; modifying job duties; restructuring work sites; providing flexible work schedules or work sites (i.e., telework) and providing accessible technology or other workplace adaptive equipment.

Employers are required to provide reasonable accommodations unless they would cause an “undue hardship” on the employer’s operations. An “undue hardship” is a modification or adjustment to a job or work environment that is significant difficulty or expensive for the employer.

The Company will provide reasonable accommodations upon request of an employee for reasons related to pregnancy, childbirth, breastfeeding, or any related medical condition, to the extent an accommodation can be provided without imposing an undue hardship on the Company’s business operations. Employees should promptly notify the Human Resources Department of the need for an accommodation under this policy as soon as reasonably possible.

When an employee requests reasonable accommodations, the Company will explore with the employee the possible means of providing a reasonable accommodation, which may include:

- The ability to sit or drink water;
- Receive closer parking;
- Have flexible hours;
- Receive appropriately sized uniforms and safety apparel;
- Receive additional break time to use the bathroom, eat, and rest;
- Take leave or time off to recover from childbirth; and
- Be excused from strenuous activities and/or activities that involve exposure to compounds not safe for pregnancy.

As part of the “interactive process” to determine reasonable accommodations, the Company may require the employee to provide a medical certification from a health care provider in connection with a request for such reasonable accommodations that includes the following:

- The date reasonable accommodations became medically advisable;
- The probable duration of reasonable accommodations; and
- An explanatory statement as to the medical advisability of reasonable accommodations.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave as permitted by federal, state, or local laws.

For more information, or if an employee requires an accommodation, please contact the Human Resources Department.

EMPLOYMENT OF MINORS

The FLSA's child labor provisions, which the Company strictly adheres to, are designed to protect the educational opportunities of youth, and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

EMPLOYMENT OF RELATIVES

The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise, or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

NON-HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION

It is the Company's policy to prohibit intentional and unintentional harassment and discrimination of any individual by another person on the basis of any protected classification under applicable federal, state, or local law, including, but not limited to actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, national origin, citizenship status, ancestry, sex (which includes childbirth, breastfeeding and related medical conditions), gender, gender identity or expression, disability, protected medical condition, genetic information, age, marital status, pregnancy, sexual orientation, uniform service member and veteran status, and denial of family and medical care leave.

The Company's policy against unlawful harassment, discrimination, and retaliation applies to **all employees**, customers, vendors, and independent contractors. The Company also prohibits managers, supervisors, and employees from harassing subordinates or co-workers. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.

While it is not possible to list all forms of inappropriate behavior that are a violation of this policy, the following are examples that may result in disciplinary action, up to and including termination of employment.

SEXUAL HARASSMENT

Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, or sexual orientation.

By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwelcome sexual advances;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests, or comments;
- Electronically sending or posting sexually related text messages, videos, or images;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and/or
- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine, or a woman is too masculine.

PROHIBITED OR UNLAWFUL HARASSMENT

Prohibited or unlawful harassment is the conduct with a purpose or effect to create an intimidating, hostile, or offensive work environment; a purpose or effect to interfere with an individual's work performance; or otherwise, to adversely affect an individual's employment opportunities because of the individual's membership in a protected class. The Company strictly prohibits harassment concerning any other protected characteristic.

By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, insults, and any other offensive remarks based on a protected characteristic;
- Jokes, whether written, verbal, or electronic, that are based on a protected characteristic;
- Mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- Threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- Electronically sending or posting harassing text messages, videos, or images; and/or
- Other harassing conduct based on one or more of the protected characteristics identified in this policy.

If an employee has questions about what constitutes prohibited harassing behavior, they should consult the Human Resources Department.

PROHIBITION AGAINST RETALIATION

The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace.

By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity; and/or
- Assisting another employee who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices. In addition, the Company will not penalize or retaliate against an employee who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or accommodations in the workplace to ensure the employee's safety and well-being.

REPORTING PROCEDURES

The following steps have been put into place to ensure the work environment at the Company is respectful, professional, and free of discrimination, retaliation, and harassment. If an employee believes to have been subjected to conduct which violates this policy, the employee should immediately report the matter to their supervisor or the Human Resources Department. If the employee is unable for any reason to contact either of these individuals, or if they have not received a satisfactory response within five (5) business days after reporting any incident of what they perceive to be in violation of this policy, they should contact the President of the Company.

Note: If the employee's supervisor or next level manager is the person toward whom the complaint is directed, the employee should contact the Human Resources Department or the President of the Company.

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to the Human Resources Department.

INVESTIGATION PROCEDURES, CORRECTIVE ACTION, AND PROHIBITION AGAINST RETALIATION

Upon receiving a complaint, the Company will conduct a prompt, fair and thorough investigation into any claim of a violation of this policy. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. The Company has a compelling interest in protecting integrity of its investigations. The Company may decide in some circumstances that in order to achieve these objectives, the Company must maintain the investigation, and our role within it will be in strict confidence.

As part of the investigation, the Company generally will:

- Interview the complainant, the accused, and other necessary witnesses, and provide each with the opportunity to provide input;
- Document the Company's findings regarding the complaint;
- Document recommended follow-up actions and remedies, if warranted; and
- Inform the complainant of the Company's findings.

All employees must cooperate with all investigations conducted pursuant to this policy.

The Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information and credibility of witnesses gathered during its investigation. Upon completion of the investigation, the Company will take corrective measures against any person who has engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination.

Anyone, regardless of title or position, whom the Company determines has engaged in conduct in violation of this policy will be subject to disciplinary action, up to and including termination. Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

In addition, no employee will be subject to, and the Company will not allow any form of retaliation against individuals who, in good faith, report unwelcome conduct, pursue any such claim, or cooperate in any way in the investigations of such reports in accordance with this policy.

If an employee believes someone has violated this no-retaliation policy, the employee should bring the matter to the immediate attention of their supervisor or the Human Resources Department. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy against retaliation, will be subject to discipline, up to and including termination.

The Company cannot remedy claimed violations of this policy unless the employee brings these claims to the attention of the Company. Failure to report claims of harassment, discrimination and/or retaliation prevents the Company from taking steps to remedy the problem.

Employees who make complaints in bad faith may be subject to disciplinary action, up to and including termination.

DRUG FREE EMPLOYMENT

DRUG FREE WORKPLACE

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs and marijuana (regardless of prescription) or other unauthorized, mind-altering, or intoxicating substances while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's premises. Included within this prohibition are lawfully controlled substances which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs.

Employees are also prohibited from having any such illegal or unauthorized controlled substances (and marijuana regardless of prescription) in their system while at work and from having excessive amounts of otherwise lawful controlled substances in their systems. This policy does not apply to the authorized dispensation, distribution, or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with the employee's ability to perform the essential functions of their job.

PRESCRIPTION DRUGS

With the exception of medically prescribed marijuana, the proper use of medication prescribed by an employee's physician is not prohibited; however, the Company does prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that may cause a risk of harm to themselves or other employees in performing their job duties. It is the employee's responsibility to determine from their physician whether a prescribed drug may impair their job performance.

NOTIFICATION OF IMPAIRMENT

Each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, must promptly report that fact to their supervisor or Human Resources Department.

TESTING

Employees may be required to submit to drug or alcohol screening whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of searches or other detection methods, or involvement in a work-related injury or accident that may have been caused by drug or alcohol impairment. Injury or accident-based testing does not apply where the incident or accident is unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g., back sprains from lifting a heavy object, bug bites that require treatment, etc.).

Additionally, employees in safety sensitive positions may be evaluated on a random or periodic basis to the extent permitted by applicable state and federal laws.

ENFORCEMENT

In order to enforce this policy and procedures, the Company may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, blood tests, or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, workstations, lockers, and personal and Company vehicles. Employees will be subject to disciplinary action, up to and including termination of employment for refusing to cooperate with searches or investigations, refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by the Company.

All employees who test positive in a confirmed substance test will be subject to disciplinary action, up to and including termination.

WORKPLACE VIOLENCE PREVENTION

PREVENTING WORKPLACE VIOLENCE

The Company is committed to preventing workplace violence and to maintaining a safe work environment. In response to the general concern for violence in society, the Company has adopted the following guidelines to deal with the intimidation, harassment, or any other threats of (or actual) violence that may occur onsite or offsite during work-related activities.

PROHIBITED CONDUCT

All employees, customers, vendors, and business associates should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, horseplay, pushing, shoving, or any other conduct that is dangerous to others or perceived as dangerous to others. Conduct that threatens, intimidates, or coerces another employee, customer, vendor, or business associate, on- or off-duty, and on- or off-premises will not be tolerated. In addition, no Company resources may be used to threaten, stalk, or harass anyone at or outside the workplace. The Company views any threats coming from an abusive, personal relationship no different than any other form of violence.

This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All Indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities should be reported as soon as possible to a supervisor, a Human Resources Department, or any senior member of the Company's management. Indirect or direct threats of violence from other employees, customers, vendors, business associates, or any other members of the public should be reported. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

INTIMATE PARTNER VIOLENCE

Employees should promptly inform the Human Resources Department of any protective or restraining order they have obtained that identifies the workplace as a protected area. Employees are encouraged to report their safety concerns with regard to intimate partner violence. The Company will not retaliate against any employee making good-faith report. The Company is committed to supporting victims of intimate partner violence and will provide reasonable accommodations for employees requesting such accommodations for their safety and preservation of work performance while maintaining the confidentiality of employees who requests such accommodations to the extent allowed by law.

The Company recognizes and respects an employee's right to privacy and the need for confidentiality and autonomy. The Company shall maintain the confidentiality of an employee's disclosure to the extent allowed by law unless doing so would result in physical harm to other employees or jeopardize the safety of other employees within the workplace. When information must be disclosed to protect the safety of other employees within the workplace, the Company shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others, and to comply with the law.

REPORTING WORKPLACE VIOLENCE

The Company will promptly and thoroughly investigate all reports of indirect or direct threats of violence and incidents of actual violence, to include any suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending the investigation.

Anyone determined to be responsible for indirect or direct threats of violence, incidents of actual violence or any other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

Understanding differences and disputes may arise among employees in the performance of duties, the Company encourages all employees to bring their differences or disputes to the attention of their supervisor or the Human Resources Department before the situation escalates into potential violence. The Company will assist in the resolution of employee differences or disputes and will not discipline employees for raising such concerns.

NO WEAPON POLICY

No position within the Company is required to obtain or possess a weapon of any kind; therefore, no weapons of any kind are allowed in our workplace. Weapons include firearms (rifles, shotguns, or handguns), swords, knives or daggers, fist-loaded weapons (brass knuckles, knuckles-busters, -dusters, or -daggers), martial arts weapons (nunchakus, staffs, sais, throwing stars, or the likes), clubs, bats or batons, and explosives. "Workplace" shall be defined as Company owned or leased buildings, Company vehicles and surrounding areas such as Company owned or leased walkways, driveways, and parking lots.

The Company reserves the right to search all Company workplaces, as well as packages, containers, briefcases, purses, lockers, desks, enclosures and/or other personal property of employees while on the Company's premises, to determine whether a weapon is being, or has been, brought onto the Company's property.

TIMEKEEPING & WAGES

TIMEKEEPING REQUIREMENTS

Hourly employees and salaried non-exempt employees are responsible for accurately recording their time worked. Federal and state laws require the Company to keep an accurate record of time worked to calculate employee pay and benefits. Time “worked” is all actual time spent on the job performing assigned duties.

All hourly and salaried non-exempt employees are required to record the time they begin and end their work period, as well as the beginning and ending time of each meal period. Employees also must record their time whenever they leave the worksite for any reason other than on Company business.

Working “off the clock” is strictly prohibited. If any supervisor directs or suggests an employee to perform work “off the clock,” the employee must notify the Human Resources Department immediately. Similarly, non-exempt employees are not permitted to perform work after hours or from home without specific direction from their supervisor. In the event such work is authorized, all time spent working must be reported on the employee’s time record.

The employee’s obligation to accurately record all hours worked does not relieve the employee of their obligation to obtain advance approval from their supervisor before working overtime or any hours beyond their assigned work schedule. Employees who work overtime or off-schedule hours without prior authorization by their supervisor are subject to disciplinary action, up to and including termination of employment.

Any employee recording time on another employee’s timecard or altering or falsifying any timecard is not permissible and is subject to disciplinary action, up to and including the termination of employment of the employees involved.

MEAL AND REST PERIODS

All rest and meal periods will be in accordance with state law. To the extent state law does not require rest and meal breaks, nonexempt employees will be provided with a 10-minute rest break for every four (4) hour period of work. This time is counted and paid as time worked.

Nonexempt employees scheduled to work more than a five (5) hour period will be provided with a 30-minute unpaid meal period.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

OVERTIME

When operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime. When possible, advance notification of these mandatory assignments will be provided. **All overtime work must be authorized in advance by a supervisor.** It is not the intent of the Company to overburden employees and employees will be compensated for any overtime spent on the Company’s behalf. After hour emergencies are paid to non-exempt employees at the rate of time and one-

half (1.5) times their normal hourly wage for all hours worked. The Company will attempt to distribute overtime evenly and accommodate individual schedules.

The Company provides compensation for all overtime hours worked by hourly and salaried non-exempt employees in accordance with state and federal laws. Only actual hours worked in each workday, or each workweek will apply in calculating overtime. Time off on sick leave, PTO leave, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Salaried exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

PAY DAY

Paychecks are normally available by the end of the business day on payday.

Paychecks are distributed on the 5th and the 20th of each month for work performed during the previous semi-monthly pay period. Employees should pick up their own paycheck on the normally scheduled pay day. If a regular payday falls on a holiday, employees will be paid on the last day worked before the holiday. The semi-monthly pay schedule is made up of twenty-four (24) pay periods per year.

The workweek starts on Sunday at 12:00 a.m. midnight and runs through Saturday at 11:59 p.m.

Every effort is made to avoid errors on an employee paycheck. If there is an error, the employee must report it immediately to the Payroll Department so corrections can be made as quickly as possible.

DIRECT DEPOSIT

Employees may also elect to receive their paychecks via direct deposit. Direct payroll deposit is the automatic deposit of the employee's pay into the financial institution accounts of their choice. The employee may begin and stop direct payroll deposit at any time. To begin automatic payroll deposit, the employee must complete and submit a Direct Deposit Authorization form to the Payroll Department.

MANDATORY DEDUCTIONS FROM PAYCHECK

The Company is required by law to make certain deductions from employee paychecks each time payroll is prepared. Among these are federal, state, and local income taxes and Social Security contributions as required by law. These deductions will be itemized on the employee's pay stub.

The amount of an employee's payroll tax deductions depends on their earnings and the information they provided on their W-4 and applicable state withholding forms. If an employee wishes to modify the information on their W-4 and/or applicable state withholding forms, they must submit a new W-4 and/or applicable state withholding form to the Payroll Department. Verbal or written instructions are not sufficient to modify withholding allowances. The Company advises employees to check their pay stub regularly to ensure that it reflects the proper number of withholdings. The W-2 form employees receive annually will reflect how much of their earnings are deducted for these purposes.

If an employee believes their deductions to be incorrect for any pay period or on their W-2 form, they must contact a member of the Company or the Payroll Department as quickly as possible to ensure corrections can be made in a timely manner.

WAGE GARNISHMENTS

When the Company receives a court-ordered wage garnishment for one of its employees, the Company is obligated to comply. The Company will notify employees when such deductions from their payroll check arise. The Company does act in accordance with the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

LACTATION BREAK

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their supervisor or the Human Resources Department to request time to express breast milk under this policy. The Company does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

BENEFITS

HEALTHCARE INSURANCE

As part of the Company's commitment to its employees and their wellbeing, the Company provides employees with Company sponsored benefit options. Although this section will introduce employees to these plans, the Company cannot provide all the details of each plan in this Handbook. Employees will receive official plan documents for each of the benefit plans the Company offers prior to their eligibility. These documents (along with any updates provided to the employee) should be the employee's primary resource for information about their benefit plans. If an employee identifies any conflict between the official benefit plan documents and the information in this Handbook, the employee should rely on the official plan documents.

Employees who are eligible for health insurance will receive a benefits enrollment packet approximately a month before their eligibility date. If the employee would like to participate in the plan, they must complete and return their enrollment forms to the Human Resources Department, or other designated individual within the organization. If an employee chooses not to participate in the plan during their initial eligibility period, they will be unable to enroll again until the next open enrollment period, unless there is a qualifying event. If an employee chooses not to participate in any group benefit plan, they will be required to fill out and submit an enrollment waiver to be provided by the Company in a timely fashion.

Examples of qualifying events to enroll in benefits would be:

- Change in an employee's marital status, to include marriage, divorce, legal separation, or annulment;
- Change in an employee's family status, to include birth, adoption, or placement for adoption;
- Loss of an employee's spouse or dependent coverage through another health care plan;
- An increase in work hours which would make an employee eligible to participate; and/or
- Court mandated coverage.

If an employee has any questions about making changes to their insurance coverage or need further information, they should contact the Human Resources Department. Changes to coverage must be immediately reported to the Benefits Department. An employee's failure to report changes within thirty (30) days of a qualifying event may result in a loss of benefits.

Employee contributions to insurance premiums will be made through payroll deductions. Healthcare premium deductions will be made on a pre-tax basis, while non-healthcare (i.e., group life, supplemental life, LTD, etc.) premium deductions will be made on a post-tax basis.

WORKERS' COMPENSATION

If an employee is injured on the job, in most cases they will be entitled to benefits under the State Workers' Compensation Law. The Company also carries workers' compensation insurance to protect its employees while employed by the Company at no cost. The plan covers employees in the event of a work-related injury or illness, and the Company will assist its employees to obtain all benefits legally entitled.

The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Tax free case benefits to partially replace lost wages; and
- Assistance in returning to suitable employment.

Employees who are injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law, will be placed on FMLA and applicable state leave during the time they are disabled and not released to return to work. Leave due to a work-related injury or illness will run concurrently with applicable Federal (FMLA) and state leave laws.

To ensure employees injured on the job receive the appropriate workers' compensation benefits to which they may be entitled to, employees must immediately report the work-related injury, no matter how minor, to their supervisor. Prompt reporting of work-related injury or illness enables the eligible employee to qualify for coverage as quickly as possible.

Workers' compensation benefits usually do not cover absences for medical treatment or therapy. When an employee reports a work-related illness or injury, they may be sent for medical treatment if treatment is necessary. Employees will be paid regular wages for the time spent seeking initial medical treatment. Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked.

Neither the Company nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Company.

SOCIAL SECURITY

Social Security is an important part of every employee's retirement benefit. As wage earners, employees are required by law to contribute a set amount of their weekly wages to the trust fund to which benefits are paid. The Company is required to deduct this amount from each paycheck its employees receive. In addition, the Company matches the amount of Social Security taxes paid by each employee.

An employee's Social Security number is used to record their earnings. Employees are encouraged to protect their Social Security record by ensuring their name and Social Security number on their payroll check stub and W-2 Form are correct. Employees may also want to make sure their earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration. Employees may call the U.S. Social Security Administration at (800) 772-1213 or access their Personal Earnings and Benefit Estimate Statement on-line at www.ssa.gov.

UNEMPLOYMENT INSURANCE

Unemployment insurance is a benefit designed to provide an eligible former employee with a temporary income if they became unemployed through no fault of their own. For the claim to be valid, the former employee must have a minimum amount of earnings as determined by the State, able and available to work, and actively seeking full-time work. All unemployed former employees are encouraged to apply for unemployment benefits through their local State Unemployment Office as the Company pays for the entire cost of this insurance program. Eligibility determination will be determined by the local State Unemployment Office.

LEAVE AND TIME OFF

PAID VACATION

The Company believes their employees should enjoy opportunities for time away from work. To recognize the varying needs of its employees, the Company provides employees with an annual allotment of Paid Time Off (PTO) to help meet those needs. Employees can use PTO for vacation, celebration of holidays that are not designated Company holidays, personal illness, appointments, emergencies, or any other personal business that requires time off from work. Depending upon state requirements, a portion of PTO may be designed as paid sick leave to meet state mandated paid sick leave requirements.

Employees become eligible for PTO once they have completed one-hundred and eighty (180) days of consecutive service with the Client Employer.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

ACCRUAL OF PAID TIME OFF

All full-time employees are eligible for PTO benefits. PTO benefits are accrued from the hire date and change on each employee’s anniversary date (date of hire). PTO accrues as follows:

CONTINUOUS LENGTH OF SERVICE	HOURS ACCRUED PER PAY PERIOD	DAYS ACCRUED PER YEAR	MAXIMUM ACCRUAL CAP PER YEAR
6 MONTHS – 2 YEARS	1.667	5 DAYS	5 DAYS
3 – 5 YEARS	3.334	10 DAYS	10 DAYS
6 YEARS AND THEREAFTER	5.000	15 DAYS	15 DAYS

PTO may not be accrued in excess of the applicable maximum accrual cap (1.5 times the annual accrual rate as detailed in the chart above). Once an employee’s unused and accrued PTO reaches the maximum cap, the employee will be ineligible to accrue any additional PTO. Only when the employee’s PTO has fallen below the applicable maximum accrual cap (through use of their PTO), will PTO accrual begin to resume.

Eligible employees and their supervisors are mutually responsible for planning and scheduling the use of PTO. Although the Company will try its best to accommodate employee requests for use of PTO, the supervisor is ultimately responsible for the planning, coordination, and use of employee PTO to ensure such requests do not interfere with their department’s operations. Therefore, to ensure PTO does not interfere with department operations, all PTO requests must be approved by the employee’s supervisor in writing. The PTO request should be made with at least two (2) weeks of advance notice when possible. The PTO request must be approved by a manager before it is to be considered valid.

All PTO requests will be reviewed based on a number of factors to include department needs and staffing requirements.

Employees should also be aware of the following:

- The Company will make every reasonable attempt to allow an employee to use their accrued PTO at the time of their choosing; however, it is also important for employees to understand PTO requires a form of planning and scheduling to accommodate the needs of the business and staffing requirements;
 - *To the extent possible, employees should notify their supervisor at the Client Employer in writing with at least two (2) weeks in advance of the first requested day off to allow for the evaluation of business and plan accordingly;*
 - *Unless an employee is sick or experiencing an emergency, the employee’s request must be approved by their supervisor at the Client Employer before it is considered valid; and/or*
 - *The Client Employer, at its sole discretion, may require employees to take their vacation at a particular time, and may also refuse application for vacation when business needs dictate.*
- Employees are eligible to begin using PTO upon completion of six (6) months of continuous employment.
- The employee must work their last scheduled day prior to the PTO and the first scheduled day following the PTO, unless the employee has received prior approval from their Supervisor for the time off to be valid and paid.
- Employees on a leave of absence or classified as an “inactive” status will not accrue PTO.

- The Company does not cash out accrued PTO.
- The Client Employer will pay out all accrued but unused PTO pay (*with exception to state law*) when an employee leaves the Client Employer.
- Requested PTO will not be approved for use during a two (2) week resignation notice period, as this defeats the purpose to allow for the Company to find and train a replacement.

HOLIDAYS

Employees who work thirty (30) or more hours a week and have completed three (3) months of consecutive service with the Company will be paid holiday pay if the employee is regularly scheduled to work on the day the holiday falls. In this case the employees will be paid holiday pay for their normally scheduled hours. Temporary employees are not eligible for holiday pay.

Employees on a leave of absence for any reason are ineligible for holiday benefits during the period they are on a leave of absence.

The Company provides the following paid holidays each year:

New Year's Day (January)	Memorial Day (May)	Independence Day (July)
Labor Day (September)	Thanksgiving Day (November)	Christmas Day (December)
Christmas Eve (December)	Christmas Day (December)	Two (2) Floating Holidays

The Company reserves the right to change the schedule or eliminate holidays with or without notice.

A recognized holiday that falls on a regularly scheduled day off may be scheduled for observance on the day before or the day after the actual holiday or may be compensated as a paid holiday with no additional time off.

Employees are required to work the day before and the day after the holiday to receive holiday pay unless the absence is excused. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs.

Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday, although advance notice may not always be possible. Employees asked to work on a holiday will only receive their normal rate of pay for work performed on a holiday.

Exempt employees will generally not receive additional holiday pay.

FLOATING HOLIDAY

All full-time, regular employees receive two floating holidays per year in addition to the Company's regular paid holidays. These two floating holidays may be used only for religious or cultural holidays, employee birthdays, or other state or federal holidays during which the Company remains open.

Floating holidays are available at the beginning of each calendar year for all current employees. A new employee hired before the end of the first half of the calendar year will receive two floating holidays upon hire; a new employee hired during the second half of the calendar year will receive one floating holiday upon hire.

Employees must specify the event for which they are requesting to use a floating holiday. The request must be scheduled and approved in advance by the employee's immediate supervisor.

Floating holidays will not be carried over to the next calendar year, nor may they be cashed out if not taken or paid upon termination of employment.

BEREAVEMENT

With a manager's approval, an employee may take five (5) days of unpaid time off to attend the funeral of an immediate family member. Immediate family members include a spouse, domestic partner, parents (stepparents or in-laws), children (stepchildren and in-laws), and siblings.

An employee who is notified of a death in their immediate family while at work will be unpaid for the remainder of the scheduled hours that day. The five (5) day eligibility for paid bereavement leave will not commence until the next regularly scheduled workday which is lost. All time off in connection with the death of an immediate family member, as defined above, should be scheduled with the employee's supervisor.

The Company will consider, on a case-by-case basis, requests for bereavement leave for the death of someone who does not qualify as an immediate family member under this policy.

The Company reserves the right to request proof of need prior to authorizing bereavement leave.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

JURY DUTY

The Company encourages employees to fulfill their civic responsibilities by serving jury duty when called. The Company will grant employees unpaid time off for mandatory jury duty or court appearances as a witness when the employee must serve or is required to appear because of a court order or subpoena. Employees should notify their supervisor of their need for time off to accommodate jury duty as soon as they receive a notice or summons from the court. The Company reserves the right to request a copy of the court order or subpoena.

Exempt employees will continue to receive their regular salary when they work partial weeks while on jury duty, pursuant to state and federal law.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Employees who have been subpoenaed or otherwise requested to testify as witnesses receive unpaid time off for the entire period of witness duty.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

VOTING

The Company encourages all employees to exercise their voting rights in local, state, and national elections. Since voting polls are open for extended periods, employees are encouraged to vote before or after their regular working hours.

If employees are unable to vote during their non-working hours, the Company will allow paid time off as governed by state law. The Company will provide two (2) hours of paid time off at the beginning or end of an employee's shift if the employee does not have at least three (3) nonworking hours when polls are open, to vote in a sanctioned election.

Employees are encouraged to request time off to vote from their supervisor at least two (2) working days prior to the Election Day. Notice is required to allow for the necessary time off so it may be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

LEAVES OF ABSENCE

LEAVE OF ABSENCE

The Company may grant an unpaid Leave of Absence (LOA) to employees in certain circumstances. Employees should submit their request in writing for a LOA as far in advance as possible. During any LOA, employees are required to stay connected with their supervisor and provide prompt notice of any change in anticipated return date. If an employee's LOA expires and fail to return to work without contacting their supervisor and/or the Company, the Company will assume the employee to not have any plan for return and will be terminated from employment.

Employees participating in a Company sponsored insurance plan will be responsible for making their usual share of premium payments to continue their coverage. If an employee fails to return to work, the employee may be required to reimburse the Company for any costs paid by the Company during the leave.

While on a LOA, employees may not accept other employment and are not eligible for unemployment insurance. Acceptance of, or working at, another employment establishment while on a LOA will be considered a voluntary resignation.

***If applicable, employees should refer to their state specific Employee Handbook Addendum for further details.**

RETURN TO WORK AFTER SERIOUS INJURY OR ILLNESS

As a joint protection to the employee and the Company, employees who have been absent from work because of serious illness or injury are required to obtain a doctor's release specifically stating that the employee can perform their normal duties or assignments.

A serious injury or illness is defined as one that results in the employee being absent from work for more than three (3) consecutive days or one which may limit the employee's future performance of regular duties or assignments.

FAMILY & MEDICAL LEAVE

The Company will grant unpaid leave to eligible employees in accordance with federal and state family and medical leave laws. Under most circumstances, leave taken under federal and state family and medical leave laws will run concurrently at the same time. For employees who will be out of work for more than three (3) days, they should contact the Human Resources Department to determine if a LOA will be necessary. Employees need to notify their supervisor as soon as they become aware of the need for a family medical leave.

Employees should contact Human Resources Department for any additional information about federal and state family and medical leave for which they may be eligible.

FAMILY & MEDICAL LEAVE ACT (FMLA)

The federal Family and Medical Leave Act (FMLA) allows eligible employees to take up to twelve (12) workweeks (480 hours) of an unpaid leave during a single, twelve (12) month period if the time off is needed due to the birth or placement of a child, the employee's serious health condition or the health condition of a family member (as defined by FMLA). For FMLA purposes, the Company measures the twelve (12) month period in which leave is taken by the "rolling" twelve (12) month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a Covered Servicemember, the Company calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends twelve (12) months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

To be eligible for FMLA leave, employees must:

- Work for a covered employer with fifty (50) or more employees in twenty (20) or more workweeks in the current or preceding calendar year, to include a joint employer or successor in interest to a covered employer;
- Works at a location where the employer has at least fifty (50) employees within a seventy-five (75) mile radius;
- Have worked for the employer for at least twelve (12) months; and
- Have worked at least 1,250 hours of service for the employer during the twelve (12) month period immediately preceding the leave.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Leave may be taken for one or more of the following reasons:

- Birth of an employee's child, including time for bonding with the child after birth (up to twelve (12) weeks);
- Placement of a child with an employee in connection with the adoption or foster care of the child by the employee (up to twelve (12) weeks);
- To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to twelve (12) weeks);
- Due to an employee's serious health condition that makes the employee unable to perform the functions of the employee's position (up to twelve (12) weeks);
- To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks) (see Military-Related FMLA Leave for more details); and/or
- To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to twelve (12) weeks) (see Military-Related FMLA Leave for more details).

SERIOUS HEALTH CONDITION

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either (i) an overnight stay in a medical care facility, or (ii) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities for more than three (3) full calendar days. The continuing treatment requirement includes two (2) visits to a health care provider or one (1) visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes, or migraines) that continues over an extended period of time and requires periodic visits (at least two (2) per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

FMLA Authorized Leave Amount

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks. Also, in addition to leave available under the FMLA and CFRA, female employees may be eligible for a leave of absence during periods of disability associated with pregnancy or childbirth (see Pregnancy Disability Leave of Absence Policy for more details).

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Intermittent leave is generally not permitted for the birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two (2) week increments. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not

unreasonably disrupt the Company's operations. Intermittent leave is permitted in increments of at least one (1) hour.

GROUP HEALTH PLAN COVERAGE

The Company will maintain coverage under the Company's group health plan during the employee's FMLA leave on the same terms as if the employee had continued to work. If applicable, the employee must make arrangements to pay their share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for the employee and their family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. Employees should consult the applicable plan document for all information regarding eligibility, coverage, and benefits.

EMPLOYEE NOTICE AND MEDICAL CERTIFICATION

Employees must provide notice of their need for FMLA leave and the notice for leave may be oral or written. Although the employee is not required to specifically mention FMLA, the employee is required to provide enough information for the employer to know that the leave may be covered under FMLA.

Therefore, when employees seek leave for to a FMLA-qualifying reason, the employee is required to provide the following:

- Sufficient information for the Company to determine if the requested leave may qualify for FMLA protection, to include the anticipated timing and duration of the leave;
 - *Sufficient information may include that the employee is unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave; and*
 - *The employee must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.*
- Thirty (30) days advance notice of the need to take FMLA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company's normal call-in procedures, absent unusual circumstances;
- Medical certification supporting the need for leave due to a serious health condition affecting the employee or their immediate family member within fifteen (15) calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances).
 - *If the employee fails to do so, the Company may delay the commencement of their leave, withdraw any designation of FMLA leave or deny the leave, in which case the employee's leave of absence would be treated in accordance with the Company's standard leave of absence and attendance policies, subjecting the employee to disciplinary action, up to and including termination; and/or*
 - *Second or third medical opinions and periodic re-certifications may also be required.*
- Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work; and
- Medical certification of fitness for duty before returning to work, if the leave was due to the employee's serious health condition, unless the absence was taken on an intermittent or reduced leave schedule.

- *The Company will require this certification to address whether the employee can perform the essential functions of their position.*

Failure to comply with the foregoing requirements may result in delay, denial of leave, or disciplinary action, up to and including termination.

For additional information and a Leave of Absence Request form, contact the Human Resources Department.

EMPLOYER RESPONSIBILITIES

The Company will inform the employee whether they are eligible for leave under the FMLA. Should the employee be eligible for FMLA leave, the Company will provide a notice that specifies any additional information required as well as the employee's rights and responsibilities. The Company will also inform the employee if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against their leave entitlement. If an employee is not eligible for FMLA leave, the Company will provide a reason for the ineligibility.

Upon return from FMLA leave, the employee will be restored to their original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. However, exceptions may apply for certain "key employees" as outlined in FMLA guidelines.

FAILURE TO RETURN FROM FMLA

If an employee fails to return to work as scheduled after FMLA leave or they exceed the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), the employee will be subject to the Company's standard LOA and attendance policies. This may result in the employee's termination if no other Company-provided leave is available. Likewise, following the conclusion of an employee's FMLA leave, the Company's obligation to maintain their group health plan benefits may end (subject to any applicable COBRA rights).

If the employee is unable to return to work after their FMLA leave, the employee must notify their supervisor or the Human Resources Department.

If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

OTHER EMPLOYMENT

While on a leave of absence, the employee is prohibited from holding other employment, including self-employment, that was not held immediately prior to the start of the leave. For example, if an employee has another job in addition to the employee's job with the Company (often referred to as "moonlighting"), they may continue to work the other job while on leave from the Company if medically able to do so. However, the employee may not seek or hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including FMLA leave, and violation may result in disciplinary action, up to and including immediate termination of employment.

FRAUD

Providing false, misleading information, or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

MILITARY-RELATED FMLA LEAVE

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Covered Servicemember is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Covered Veteran is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009, and March 8, 2013, is excluded in determining this five (5) year period.

Serious Injury or Illness

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the servicemember in the line of duty while on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Qualifying Exigencies

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “covered servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin to the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a covered servicemember in a “single twelve (12) month period.” The “single twelve (12) month period” begins on the first day leave is taken to care for a covered servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If the employee has not exhausted their twenty-six (26) workweeks of Military Caregiver Leave during this “single twelve (12) month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any “single twelve (12) month period.”

Within the “single twelve (12) month period” described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single twelve (12) month period,” an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a covered servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military

Caregiver Leave will be governed by, and managed in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e., the employee’s spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment, to address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty;
- Military events and related activities, to attend any official military ceremony, program, or event related to active duty or a call to active-duty status or to attend certain family support or assistance programs and informational briefings;
- Childcare and school activities, to arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility;
- Financial and legal arrangements, to make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits;
- Counseling, to attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent, when necessary, as a result of duty under a call or order to active duty;
- Temporary rest and recuperation, to spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment;
 - *Eligible employees may take up to fifteen (15) of days of leave for each instance of rest and recuperation;*

- *If an employee's spouse or registered domestic partner is a member of the military, the employee may be entitled to an additional ten (10) days of unpaid leave;*
- Post-deployment activities, to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active-duty status;
 - *This also encompasses leave to address issues that arise from the death of a covered military member while on active-duty status.*
- Mutually agreed upon leave or events that arise from the close family member's call or order to active duty, provided that the Company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active-duty orders or other military documentation indicating the appropriate military status and the dates of active-duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and managed in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

For additional information, contact the Human Resources Department.

MILITARY AND RESERVE DUTY LEAVE

Employees who serve in the U. S. Armed Forces, Reserves, National Guard, and other "Uniformed Services" (including the National Disaster Medical System and the Commissioned Corps of the Public Health Service) may take the necessary time off without pay to fulfill this obligation and will retain all of their legal rights for continued employment in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

In support of their request for leave under this policy, employees should provide their supervisor a copy of their orders or other appropriate written certification that the employees have been called to federal military duty for purposes of military training and exercises, drill, and encampment.

For additional information, contact the Human Resources Department.

REQUESTING A LEAVE OF ABSENCE

Employees may obtain a LOA request form from their supervisor or from Human Resources.

1. Employees are responsible for submitting a completed LOA request form at least thirty (30) days in advance of a planned leave. In emergency situations, employees may submit a request of less than thirty (30) days.
 - a. Medical certification is required for FMLA leave.
 - b. If at least thirty (30) days' notice has been provided, a copy of the medical certification should be attached to the FMLA leave request.

- c. If it is not possible to provide the medical certification at the time of the FMLA leave request, the employee must submit the medical certification within fifteen (15) calendar days of the date the leave is requested by the Company. *Please note: Approval of FMLA leave may be delayed or withheld until the appropriate medical certification is submitted to the Company.*
2. The completed LOA request form may be submitted to the employee's supervisor who will then forward it to Human Resources, or the employee may submit the form directly to Human Resources.
3. The Company will review the LOA request for eligibility and will notify the employee of their leave eligibility.
4. Final approval must be approved by the President of the Company.
5. Employees are responsible for notifying their supervisor and Human Resources if they are unable to return to work when their leave expires.
6. Employees on leave due to their own illness must present to their supervisor a notice from their healthcare provider certifying they are able to return to work.

CONTINUATION OF BENEFITS WHILE ON A LEAVE OF ABSENCE

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102% of the cost of the plan.

COBRA generally requires that group health plans sponsored by employers with twenty (20) or more employees in the prior year offer employees and their families the opportunity for a temporary extension of health coverage (continuation coverage) in certain instances where coverage under the plan would otherwise end.

COBRA outlines how employees and family members may elect continuation coverage and requires employers to provide notice.

For additional information, contact the Human Resources Department.

EMPLOYEE CONDUCT

STANDARDS OF CONDUCT

The Company endeavors to maintain a positive work environment and each employee plays a role in fostering this environment. Accordingly, all employees must abide by the rules of conduct to protect everyone's interest and safety within the organization. The purpose of these rules is not to restrict anyone's rights, but rather to be certain that all employees understand what conduct is expected and necessary.

While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment.

This list is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and the Company's operations may also be prohibited:

- Obtaining employment on the basis of false or misleading information;
- Violating Company policies, practices and/or procedures, to include those related to health, safety, and security;
- Neglecting job responsibilities or unsatisfactory job performance, to include irregular attendance, continual absenteeism, or tardiness;
- Falsifying, misrepresenting, or altering Company records, to include employment records, employment information, or any other records related to the performance of the Company;
- Falsifying or misrepresenting employment status, to include lying about illness or the need for personal leave;
- Completing another employee's time records or falsifying any time records;
- Stealing Company property, or any property belonging to employees, customers, suppliers, or visitors;
- Borrowing or using Company property, or any property belonging to employees, customers, suppliers, or visitors without prior authorization;
- Defacing, damaging, or destroying Company property, or any property belonging to employees, customers, suppliers, or visitors in any manner;
- Utilizing threats of violence to coerce or intimidate anyone during work hours, on Company premises, and/or when representing the Company;
- Engaging in violence or coercion toward anyone, to include intimidating, fighting, or provoking a fight during work hours, on Company premises, and/or when representing the Company;
- Carrying or possessing firearms, explosives or any other dangerous weapons or similarly related items on Company premises at any time;
- Causing, creating, or participating in disruption of any kind during work hours or on Company premises, to include horseplaying or practical jokes;
- Failing or refusing to follow instructions provided by a supervisor or manager; to include insubordination or the use of abusive or threatening language;
- Using inappropriate language, to include profanity (abusive, cussing, insulting, swearing, and/or vulgar language), during work hours or on Company premises;
- Committing acts of harassment (sexual, racial, or other), to include telling sexist or racist jokes, or making racial or ethnic slurs;
- Displaying any indifference or rudeness towards customers and/or fellow employees; or any disorderly/antagonistic conduct during work hours or on Company premises;
- Acting immorally or with indecency during work hours or on Company premises
- Conducting a lottery or gambling on Company premises;
- Failing to obtain permission to leave work for any reason during normal work hours;
- Sleeping or loitering on scheduled work time;
- Posting, removing, or altering notices on Company bulletin boards without the permission from the President of the Company;
- Committing a fraudulent act or breach of trust under any circumstances;
- Selling, possessing, using, or being intoxicated or under the influence of a controlled substance while at work, except for medications prescribed by a physician that do not impair;
- Soliciting or distributing of any nature on the Company's premises or during scheduled work time;

- Operating a Company owned vehicle without a valid Driver's License and/or allowing a non-authorized person to ride in the Company owned vehicle;
- Operating a personal vehicle in the performance of Company business without a valid Driver's License and/or allowing a non-authorized person to be in the vehicle during Company business;
- Engaging in conduct that creates a safety or health hazard, to include smoking in unauthorized areas;
- Releasing confidential information, to include employee, Company, or customer information;
- Removing, misusing, damaging, or destroying property of the Company, employees, or anyone on the Company's premises;
- Abusing the Company's telephone and cell phone systems for personal calls or pleasure (including, but not limited to, 900 numbers);
- Intentionally misrepresenting the Company to outside sources or to fellow employees.

Not every type of misconduct can be listed. In addition, all employees are employed at-will, and the Company reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in any given situation. However, the Company will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work. For additional information, contact the Human Resources Department.

ABSENTEEISM & TARDINESS (ATTENDANCE)

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrival, early departure, or other unanticipated and unapproved absences from schedule hours are disruptive and place a burden on other employees and on the Company.

If employees are unable to report to work or will arrive to work late, they must notify the Human Resources Department at least one (1) hour before the time they are scheduled to begin work for that day, or soon as possible in advance of the anticipated tardiness or absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, the employee is expected to notify Human Resources as soon as possible or practicable. In the event of an emergency, the employee's family member or friend should call on their behalf. The employee must contact Human Resources each day they are absent from work. In all cases of absence or tardiness, employees must provide their supervisor with their true reason or explanation.

If employees are to be absent due to an illness for three (3) or more successive days, they will be required to submit written documentation from their doctor stating they are able to resume normal work duties before their return to work. The Company reserves the right to request employees to be examined by a doctor of the Company's choice.

Employees absent from work for three (3) or more consecutive days without notifying the Company will be considered a voluntary resignation unless an emergency medical excuse is provided by a physician and accepted by the Company.

Excessive absences, tardiness or early departures may be subject to appropriate disciplinary action, up to and including termination.

Any errors on an employee's timecard should be reported immediately to their supervisor.

It is the employee's responsibility to sign their time record to certify the accuracy of their time records. The supervisor will review and sign off on an employee's time record before submitting it for payroll processing.

DRESS CODE AND OTHER PERSONAL STANDARDS

Because each employee is representative of the Company in the eyes of the public, each employee must report to work properly groomed and wearing appropriate business casual clothing. Employees are expected to dress neatly and, in a manner, consistent with the nature of our business and type of work performed. Employees who report to work inappropriately dressed may be asked to leave the workplace until they are properly dressed or groomed. Under such circumstances, the employee will be asked to clock out and return in acceptable attire.

Employees should consult their supervisor at the Client Employer if they have questions as to what constitutes appropriate appearance and business casual attire. For Energy Advisors, Client Employer provided polo shirts are required to be worn while working at all times, to include on all client virtual calls. Hats are strictly prohibited. Where necessary, reasonable accommodation may be provided for a person with a disability. Employees who violate dress code standards may be subject to appropriate disciplinary action.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Employees should avoid fashion extremes or any clothing that is provocative, suggestive, or disruptive to the work environment;
- Tube or halter tops, or short shorts/skirts may not be worn under any circumstances;
- Offensive body odor and poor personal hygiene is not professionally acceptable;
- Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances; and/or
- Body piercings and exposed tattoos may be prohibited at the discretion of the President of the Company.

HOUSEKEEPING

All employees are expected to keep their work areas clean and organized. Each employee is responsible for the appearance of their working area. Desks, files, and all other furniture/equipment in the employee's office or workstation should be kept neat and free of unnecessary clutter. All employees are expected to keep common areas looking orderly and professional. At the close of each business day, desks should be straightened, and aisle ways cleared.

Employees using common areas such as lunchrooms, locker rooms and restrooms are expected to pick up after themselves. Employees should clean up after their meals and dispose of trash properly.

WORKPLACE ETIQUETTE

The Company strives to maintain a positive work environment where employees treat each other with respect and courtesy. Sometimes issues arise when employees are unaware that their behavior in the workplace may be disruptive or annoying to others. Many of these day-to-day issues can be addressed by politely talking with a co-worker and bring the perceived problem to their attention. In most cases, common sense will dictate an appropriate resolution. The Company encourages all employees to keep an open mind and graciously accept constructive feedback or a request to change behavior that may be affecting another employee's ability to concentrate and be productive.

The following workplace etiquette guidelines are not necessarily intended to be hard and fast work rules with disciplinary consequences. They are simply suggestions for appropriate workplace behavior to help everyone be more conscientious and considerate of co-workers and the work environment.

Employees should contact their supervisor or Human Resources Department if they have comments, concerns, or suggestions regarding these workplace etiquette guidelines.

- Avoid public accusations or criticisms of other employees and address such issues privately with those involved or their supervisor;
- Minimize unscheduled interruptions of other employees while they are working;
- Communicate by e-mail or phone whenever possible instead of walking unexpectedly into a co-worker's office or workspace;
- Be conscious of how voice travels and keep a low volume of voice when speaking on the phone or to others in open areas;
- Keep socializing to a minimum and conduct conversations in areas where the noise will not be distracting to others;
- Minimize talking between workspaces or over cubicle walls and instead conduct conversations with co-workers in their workspace;
- Do not block walkways while carrying on conversations;
- Avoid discussions in public involving personal life/issues that can be easily overheard;
- Monitor the volume when listening to music, voice mail, or a speakerphone that others can hear;
- Keep all areas clean and do not leave behind waste or discarded papers.

CONFIDENTIALITY

In the course of an employee's work, they may have access to confidential information regarding the Company and its suppliers, customers, or perhaps even fellow employees. It is the responsibility of all employees to safeguard sensitive Company information obtained during employment. Sensitive Company information is defined as "Trade Secrets" or "Confidential Information" relating to products, work processes, know-how, customer or vendor lists, designs, drawings, formulas, test data, marketing data, accounting, pricing or salary information, business plans and strategies, negotiations and contracts, inventions, and discoveries.

TRADE SECRETS

"Trade Secrets" mean information including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The

Company's Trade Secrets are: (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

CONFIDENTIAL INFORMATION

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is proprietary and confidential in nature.

UNAUTHORIZED DISCLOSURE

As part of the consideration employees provide to the Company in exchange for their employment and continued employment with the Company, the employee agrees and acknowledge that all Trade Secrets/Confidential Information developed, created or maintained by the employee shall remain at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

If an employee is questioned by someone outside the Company and they are concerned about the appropriateness of giving them certain information, the employee is not required to answer. Instead, as politely as possible, the employee should refer the request to their supervisor.

No employee is permitted to remove, email, or make copies of any records, reports, or documents without prior Company approval. Disclosure of confidential information could lead to termination, as well as other possible legal action. Furthermore, all records, files, plans, documents, and the like relating to the business of the Company the employee may prepare, use, or encounter shall be and shall remain the sole property of the Company and shall not be copied without written permission of the Company. It shall be returned to the Company on termination or cessation of an employee's employment, or at the Company's request at any time.

Continued employment with the Company is contingent upon compliance with this policy. Employees who improperly use or disclose the Company's Trade Secrets/Confidential Information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

Upon termination of employment, employees must promptly return any and all documents containing the above information, knowledge or data, or relating thereto, to the Company. Confidential information obtained during the employee's employment with the Company may not be discussed, disclosed, or divulged to any third party, including future employers.

FRAUD, DISHONESTY AND FALSE STATEMENT

The Company has a zero-tolerance policy with respect to fraud, forgery, falsification of documents and all other forms of deceit. Employees and applicants are prohibited from providing false, dishonest, or misleading information on any application, medical history record, leave request, time entry, investigative questionnaire,

workplace injury report, or any other Company document. Employees are likewise prohibited from making any materially dishonest or false statement to another employee, or to a vendor, customer, or other third party in the course of performing the employee's job duties.

In addition, the Company will not tolerate the commission of embezzlement, theft, forgery, bribery, falsification, destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty.

CUSTOMER RELATIONS

The success of the Company depends upon the quality of the relationships between the Company, its employees, customers, suppliers, and the public. It is Company policy to provide its customers with the best possible service in a courteous and thoughtful manner always. Employees are expected to be polite, courteous, prompt, and attentive to every customer. If an employee encounters an uncomfortable situation that they do not feel capable of handling, they should contact their supervisor immediately.

Below are several things an employee can do to help give customers a good impression of the Company. These are the building blocks for our continued success.

- Act competently and deal with customers in a courteous and respectful manner;
- Communicate pleasantly and respectfully with other employees always;
- Respond to inquiries from customers, promptly and professionally;
- Use the approved greeting and speak in a courteous and professional manner;
- Never place a telephone caller on hold for an extended period; direct incoming calls to the appropriate persons and ensure the call is received;
- Show desire in assisting customers in obtaining the help they need or alert someone who can;
- Neatly prepare all correspondence and documents with an attention to accuracy and detail;
- Never argue with a customer; if a problem develops or if a customer remains dissatisfied, ask a supervisor to intervene; and
- Take immense pride in the work and enjoy doing the very best.

Employees should remember the customer comes first and should be treated in the same manner the employee would desire to be treated.

MEDIA INQUIRIES

Employees may be approached for interviews or comments by the news media. All media inquiries, whether verbal or written, are to be directed to the President of the Company. Only the Company's President is authorized to make or approve public statements pertaining to the Company, or its operations. No employees, unless specifically designated by the Company's management, are authorized to make those statements. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President of the Company.

This policy does not limit an employee's right to discuss the terms and conditions of their employment, or to try and improve these conditions.

SOLICITATION AND DISTRIBUTION OF LITERATURE

To ensure efficient operation of the Company's business and to prevent disruption to employees, the Company has established control of solicitations and distribution of literature on the Company's property. One such control are the following rules applicable to all employees and non-employees alike, and are intended to govern the solicitation, distribution of written material and access to company property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their working time or during the working time of the employee or the employees at whom such activity is directed.
- Employees may distribute or circulate any written or printed material only in nonwork areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed.
- Non-employees are not permitted to solicit or to distribute written material for any purpose on company property.
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is expected to be performing services for the Company; it does not include time during which an employee legitimately is not performing services, such as during break periods, meal periods or before or after scheduled work periods. "Work areas" do not include break rooms or parking lots.

USE OF COMPANY COMMUNICATIONS SYSTEMS

The Company uses various forms of electronic communication including, but not limited to computers, e-mail, telephones, Internet, cell phones, PDAs, etc. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the Company and are to be used only for Company business and not for any personal use.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of the Company.

Examples of inappropriate communications include, but are not limited to:

- Solicitation for commercial ventures, religious or political causes, outside organizations, or other non-work-related solicitations;
- Offensive or disruptive messages, including messages which contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone's age, sexual orientation, religious or political beliefs, national origin, or disability;
- Unwelcome propositions or romantic communications; and/or
- Messages that disparage anyone or any entity, including but not limited to the Company, its employees, customers, vendors, or their employees.

In addition, the electronic mail system is not to be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject the appropriate disciplinary action, up to and including termination.

Employees may not install personal software on the Company computer systems.

Voicemail and electronic mail (e-mail) systems are maintained by the Company to facilitate Company business; therefore, all messages sent, received, composed, and/or stored on these systems are property of the Company. All electronic information created by any employee using any means of electronic communication becomes the property of the Company and remains the property of the Company.

Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information. The Company will override all personal passwords, if necessary, for any reason.

Messages on the voicemail and e-mail systems are to be accessed only by the intended recipient and by others at the direct request of the intended recipient. However, the Company reserves the right to access messages on both systems at any time. Any attempt by persons other than the above to access messages on either system will constitute a serious violation of Company policy unless directed to do so by the Company's management.

The Company reserves the right to access and review electronic files, messages, mail, and other digital archives and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs.

No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by the Company.

Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, camera cell phones, cordless phones, portable computers, fax machines, cameras and/or video recorders and voice mail communications are required to use these methods in strict compliance with the trade secrets and confidential communication policy established by the Company. These communication tools should not be used for communicating confidential or sensitive information or any trade secrets.

Any information about the Company, its products or services, or other types of information that will appear in the electronic media about the Company must be approved by the President of the Company before the information is placed on electronic information that is accessible to others.

Employees should have no expectation of privacy while using the systems and equipment provided by the Company. The Company reserves the right to access an employee's voicemail (outgoing and incoming) and e-mail messages at any time. Therefore, an employee's outgoing voice-mail message must not indicate to the caller that their incoming message will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private, and passwords must be made known to the Company by all employees. Employees should be aware that even when a message has been erased, it still may

be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has remained private.

Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business. These systems are to be used by employees in conducting business and are not for employees' personal use. Incidental and occasional personal use of Company computers and our voice mail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages, as described above. However, personal use of the systems which interferes with an employee's work performance will not be tolerated.

USE OF COMPANY PROPERTY & EQUIPMENT

The Company's property, to include desks, cabinets, computers, vehicles, work areas and equipment, are to be used and maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes.

The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

All Company computer systems are the Company's property. All information that is temporarily or permanently stored, transmitted, or received with the aid of the Company's computer systems remains the sole and exclusive property of the Company.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on the Company's computer systems, and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on the Company's computer systems may not be used in any manner that violates this policy.

Upon termination of employment, an employee shall not remove any software, documents or data from the Company's computer systems and shall completely remove all data collected, downloaded and/or created on non-Company computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a terminating employee shall provide proof that such data has been removed from all personal computers used for Company business. Further, all Company property and equipment shall be returned to the Company immediately upon separation.

PROHIBITED USE UNDER ANY CIRCUMSTANCES

It is not possible to identify every type of inappropriate or impermissible use of the Company's computer systems. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws;

- Employees may not use the Company's computer systems in any way that violates the Company's policy against unlawful harassment, including sexual harassment;
 - *By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment; and*
 - *Employees are also prohibited from making threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.*
- Employees may not use the Company's computer systems in any manner that violates the Company's Rules of Conduct;
- Employees may not use the Company's computer systems in any manner that violates the Company's Policy on Confidential and Trade-Secret Information;
- Employees may not use or allow another individual to use the Company's computer systems for any purpose that is competitive with the Company as all such access and use is unauthorized;
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information;
- Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through the Company's computers, email, and Internet systems without prior authorization;
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs or play electronic games through the Company's computer systems; and/or
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through the Company's computer systems.

PROHIBITED USE DURING WORKING TIME

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through the Company's computer systems;
- Employees may not access Company computer systems for any purpose which does not advance the employer's legitimate business interests;
- Employees may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g., G-Chat and Yahoo Messenger), chat rooms and message boards, unless such activity is necessary for business purposes.

Any Company property issued to an employee, such as product computer equipment, keys, access cards or Company credit card must be returned to the Company at the time of their termination. The employee will be responsible for any lost or damaged items. Upon hire, employees who receive Company equipment will be issued a "Property Return Agreement" listing the equipment issued to the employee as well as the monetary value of the equipment. Depending upon state law, the value of any property issued and not returned may be

deducted from the employee's paycheck, and they may be required to sign a wage deduction authorization form for this purpose.

Prior authorization must be obtained before any Company property may be removed from the premises. This includes electronic and paper files.

PERSONAL PORTABLE DEVICES USE

The purpose of this policy is to promote a safe and productive work environment. This policy applies to both incoming and outgoing calls, text messages and general portable device use (i.e., games, internet, and various applications).

Employees may not use a portable device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or any other Company policies.

The Company will not be liable for the loss of portable devices brought into the workplace.

Cell phones shall be turned off or set to silent or vibrate mode during working hours (excluding rest and meal periods), meetings, conferences and in other locations where incoming calls may disrupt normal workflow.

Excessive use of personal cellular phones, smart phones, tablets, and other portable electronic devices during the workday can interfere with employee productivity and be distracting to others. Employees are, therefore, prohibited from using portable devices for personal purposes during working hours except in an emergency. Employees should ensure that friends and family members are aware of the Company's policy.

PERSONAL USE OF COMPANY-PROVIDED PORTABLE DEVICES

Where job or business needs demand immediate access to an employee, the Company may issue a business-owned portable device to an employee for work-related communications. These portable devices should be used in accordance with this policy. The Company reserves the right to deduct from an employee paycheck any charges incurred for an employee's personal or unauthorized use of the portable devices. In the event a cellphone is issued to the employee, the employee is required to use this cellphone for any Company business and is not allowed to conduct any Company business on their personal phones.

PORTABLE DEVICES AND SAFETY

Employees are required to refrain from using personal or Company-provided portable devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Employees are not permitted to use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or emails while driving. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to communicate via portable devices.

Employees who are charged with traffic violations resulting from the use of portable devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

OFF-DUTY CONDUCT & OUTSIDE EMPLOYMENT

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the Company's legitimate business interests or the employee's ability to perform their job is unacceptable and will not be tolerated.

While employed by the Company, employees are expected to devote their energies to their jobs with the Company. The following types of employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the Company;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with the Company;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with the Company;
- Additional employment that requests the employee to conduct work or related activities on Company property during the employee's working hours or using Company facilities and/or equipment; and/or
- Additional employment that directly or indirectly competes with the business or the interests of the Company.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the Company explaining the details of the additional employment. If the additional employment is authorized, the Company assumes no responsibility for workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

ANNOUNCEMENTS & POSTINGS

The Company maintains "posting" areas to provide information to employees, to include announcements, safety reminders, special schedules and government required postings and notices. Posting areas are not to be used for personalized messages or solicitations. If an employee has a message of interest for the workplace, they may submit it to their supervisor for approval.

COMMUNICATIONS (KEEP US INFORMED)

The Company is required by law to keep current all employee names and addresses. The employee is responsible for notifying and providing the Company of any changes in their personnel data. Personal mailing addresses, telephone numbers, names and number of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and any other such status reports should be accurate and current at all times. If any personnel data has changed, the employee should contact their supervisor or Human Resources Department.

If employees participate in the Company's group insurance plan, they must notify the Human Resources Department immediately upon experiencing a family status change. Failure to report status changes within thirty (30) days of the change may result in a loss of benefits.

CORRECTIVE ACTIONS

Violation of policies and rules of the Company may warrant disciplinary action. The Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment. The Company's policy of discipline in no way limits or alters the at-will employment relationship.

HEALTH AND SAFETY

DRUG FREE WORKPLACE

It is the desire of the Company to provide a drug-free, healthy, and safe workplace for employees and customers. The Company is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons. Therefore, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

The following rules and standards of conduct apply to all employees whether on Company property or during the workday (including meals and rest periods). Behavior that violates Company policy includes:

- Possession or use of an illegal or controlled substance or under the influence of an illegal or controlled substance while on the job;
- Driving a Company vehicle or conducting Company business while under the influence of an illegal or controlled substance while on the job; and/or
- Distribution, sale, or purchase of illegal or controlled substances while on the job.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

To enforce this policy, the Company reserves the right to:

- Conduct searches of Company property or employees and/or their individual property, and to implement other measures necessary to deter and detect abuse of this policy;
- Test any employee for any reason at any time, to include pre-employment drug testing, post-accident or injury drug testing and random drug testing; and/or
- Test any employee based on reasonable suspicion the employee may be under the influence of an illegal or controlled substance, following a workplace accident or unsafe practice, or as a follow-up procedure where the employee previously had tested positive or completed a drug rehabilitation or counseling program.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated as the conduct (even though off duty) reflects adversely on the Company. In addition, the Company must keep people who sell or possess controlled substances off Company property to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

SAFETY GUIDELINES

The Company strives to provide its employees with a safe and healthy workplace environment. To help the Company maintain a safe workplace, everyone must be safety conscious always to achieve our goal of providing a completely, safe workplace. Every employee is responsible for safety and all employees are expected to devote their full time, skill, and attention to the performance of their job responsibilities utilizing the highest standard of care and good judgment.

In addition to always following the Company's safety guidelines, safety rules and regulations, employees at every level are responsible for:

- Immediately reporting any work-related injury or illness to their supervisor or the Human Resources Department;
 - *If an employee feels sick, feels "off" slightly, or they are not sure if they sick, they must not come to work;*
 - *Employees should be respectful of their teammates and stay away when they are sick or do not feel well; and/or*
 - *Employees should only return to work when they feel better.*
- Properly using protective clothing, devices, or equipment;
- Attending all training sessions related to their job and participating in a safety committee when requested;
- Following the directions of warning signs, signals, or directions of supervisory personnel; and/or
- Reporting unsafe conditions and taking appropriate steps to eliminate and reduce hazards.

Failure to comply with or violate Company rules or safety guidelines will be considered as serious infractions of safety rules and may result in appropriate disciplinary action, up to and including termination.

REPORTING ACCIDENTS & SAFETY ISSUES

The Company is committed to providing our employees with a safe workplace. Keeping work-related injuries or illnesses from occurring is our first concern. However, in the event of a work-related injury, our goal is to help the employee recover and return to employment as soon as medically possible.

Federal law (Occupational Safety and Health Administration) and state Workers' Compensation Acts require the Company to keep records of all illnesses and accidents which occur during the workday. All employee job-related injuries or illnesses are to be reported to their supervisor immediately, regardless of severity. If an employee fails to report an injury, it may delay or jeopardize their right to certain benefits.

If an employee or fellow employee is injured or incurs a job-related illness, the employee should notify their supervisor immediately. If medical treatment is needed, the supervisor will refer the employee to a local medical clinic or emergency center, depending upon the severity of the injury or illness. The Workers' Compensation Incident Report must be completed in all cases in which an injury requiring medical attention has occurred. If an injury does not require medical attention, a Refusal to Seek Medical Attention form and a Workers' Compensation Incident Report must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected.

In addition to reporting accidents and injuries, employees must report all potential safety hazards, safety suggestions, and health and safety related issues to their supervisor.

OFF-DUTY USE OF FACILITIES

Employees are prohibited from being on the Company's premises or making use of the Company's facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property or Company equipment for personal use.

OFF-DUTY SOCIAL & RECREATIONAL ACTIVITIES

During the year, the Company may sponsor social or recreational activities for employees. Employee attendance at such social activities is completely voluntary and is considered not work-related. Therefore, the Company or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

WORKPLACE SECURITY & MONITORING

The Company has developed guidelines to help maintain a secure workplace. Employees should be aware of people loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Employees should Immediately report any suspicious person or activities to their supervisor. Employees should also secure their desk or office at the end of the day and when called away from the work area for any extended length of time and not leave any valuables and/or personal articles in or around their workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to possible security risks. Employees should immediately notify their supervisor when they see people acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

Workplace monitoring may be conducted by the Company to ensure quality control, employee safety, security, and customer satisfaction.

- Employees who regularly communicate with customers may have their telephone conversations monitored or recorded as monitoring is used to identify and correct performance problems through targeted training;
- Computers furnished to employees are the property of the Company; therefore, computer usage and files may be monitored or accessed;
- The Company may conduct video surveillance of non-private workplace areas as monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence; and

- Because the Company is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

INCLEMENT WEATHER / NATURAL DISASTERS

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

- Inclement weather: Conditions that may excuse absence from work include extreme snow, road closure, announced avalanche danger, whiteout, heavy rain, or severe flooding. If weather conditions prevent an employee from safely traveling to work, they must notify their supervisor by phone (if telephone service is functional) or by any other available means.
- Natural disasters: In the event of a natural disaster such as earthquake, hurricane, fire, or explosion, the office will be closed if the building is damaged or highways leading to the office are closed. For instructions on reporting to another location, the employee should contact the office immediately, if possible.

SMOKING

Most states and hundreds of cities have enacted legislation that restricts smoking in the workplace. With the current evidence that smoking is dangerous and injurious to a person's health and is a cause of material annoyance and discomfort to those who are present in confined places, the Company maintains a policy of no smoking within any confined workspace, including offices of all sizes, storage rooms, restrooms, and Company vehicles. Smoking is allowed only in designated smoking areas outside of the facility and only during regular rest and meal breaks. This policy specifically extends to electronic cigarettes ("e-cigarettes") or any other personal vaporizing devices.

Employees must remember to conform to the Company's customer's smoking policies when working at a customer's site.

EMPLOYEES WHO ARE REQUIRED TO DRIVE

Employees who are required to drive a Company vehicle or their own vehicles on Company business will be required to show proof of current valid driving licenses and current effective insurance coverage before the first day of employment. If a Company vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately.

Further, an employee may never use a motorcycle to conduct either business or provide transportation for a customer or fellow employee. All persons in Company vehicles are required to use their seatbelts. Not using seatbelts in a Company vehicle may lead to disciplinary action, up to and including termination.

Only persons authorized by a supervisor can be passengers in the Company's vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

Employees must notify the Company immediately of any change in the status of their driving record. Any employee whose duties include the operation of the Company's vehicles who is convicted of DUI/DWI or for reckless driving will be considered to have an unacceptable driving record and their continued employment will be subject to review. If an employee receives a traffic citation while operating a Company vehicle, they will be

responsible for paying any fine or penalty. If an employee is involved in a traffic accident while operating a Company vehicle, they are required to call 911 and report the accident. The employee must also report the accident to senior management immediately.

Any employee whose duties include the operation of Company vehicles who becomes uninsurable under the Company's liability policy will be considered to have an unacceptable driving record and their continued employment will be subject to review. The Company retains the right to transfer to an alternate position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

EMPLOYEE'S PERSONAL PROPERTY

For security reasons, employees should never leave personal belongings of value in the workplace. The Company will not be responsible for the loss, theft, or damage of the employee's individual property. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent.

EMPLOYEE PRIVACY

PERSONNEL RECORDS & EMPLOYEE PRIVACY

Employees have a right to inspect certain documents in their personnel file, as provided by law, in the presence of a Company representative at a mutually convenient time. Within thirty (30) days of an employee's written request, or the written request of the employee's designated representative, the Company will either make personnel records available to the employee for their inspection or provide a copy of the employee's personnel records to the employee or the employee's designated representative. The employee shall be responsible for the cost of copying.

Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals. No copies of documents in an employee's file may be made, except for documents they have previously signed. The employee may add their comment to any disputed item in the file.

The Company recognizes employee rights to privacy; therefore, the Company will restrict disclosure of employee personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to Human Resources. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

SECURITY INSPECTIONS

Desks, cabinets, and other storage devices may be provided for the convenience of employees but remain the sole property of the Company. Accordingly, desks, lockers, and other storage devices (as well as any articles found within them) can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

An employee's individual property (to include but not limited to lockers, packages, purses, and backpacks) may be inspected upon reasonable suspicion of unauthorized possession of the Company's property. The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations without notice to the employee and at any time, and not necessarily in the employee's presence.

PERSONAL BUSINESS, PERSONAL VISITS, & PERSONAL PHONE CALLS

Employees may not conduct personal business or business for another employer during their scheduled working hours. The telephone equipment is provided for use in conducting business for the Company. Therefore, the Company asks their employees for cooperation in limiting outgoing or incoming personal calls to an absolute minimum. Personal calls of short duration (i.e., two to three minutes) may be received and made at an employee's desk or workstation. No long-distance calls will be allowed unless prior permission to make such a call is received from a supervisor, and the necessity is apparent (e.g., an emergency). Personal telephone call privileges are subject to change or termination at any time. For instance, and not to be limiting, if the Company telephone lines become overloaded with calls or an employee is found spending more than just limited time on personal calls, this privilege will be revoked either generally or specifically as to the offending employee. Because telephone and computer equipment provided by the Company is provided for business purposes only, employees do not have an expectation of privacy while using business telephones and/or computer equipment. The Company reserves the right to record, video tape, monitors and access all business equipment at any time.

Personal visits by friends or relatives during work hours can be disruptive to the Company's operations and are strongly discouraged. If an employee receives a non-business-related visit from a friend or relative, they must notify their supervisor at the time of their guest's arrival and departure. Non-employees are strictly forbidden from entering unauthorized areas.

COMPUTERS, EMAIL AND THE INTERNET

EMAIL

Our Company provides employees with computer equipment, including an Internet connection and access to an electronic communications system, to enable them to perform their jobs successfully.

Email messages sent using Company communications equipment are the property of the Company. The Company reserves the right to access, monitor, read, and/or copy email messages at any time, for any reason. An employee should not expect that any email message they send using Company equipment to include messages they may consider to be, or label as, personal, will be private.

EMAIL RULES

All the Company's policies and rules of conduct apply to employee use of the email system. This means, for example, that an employee may not use the email system to send harassing or discriminatory messages, including messages with explicit sexual content or pornographic images; or to send threatening messages.

The Company expects employees to exercise discretion in using electronic communications equipment. When an employee sends email using the Company's communications equipment, they are representing the Company. Employees must ensure messages are professional and appropriate, in tone and in content. Employees should

remember, although an email may seem like a private conversation, the email can be printed, saved, and forwarded to unintended recipients. The employee should not send any email that they would not want their boss, their mother, or the Company's competitors to read.

Further, the Company prohibits employees from using personal e-mail addresses to conduct any Company business. Any employee who violates this policy can be subject to discipline, up to and including termination.

Any employee who violates this policy can be subject to discipline, up to and including termination.

UNSOLICITED EMAIL

To eliminate the receipt and transmission of unsolicited commercial email, the Company complies with the federal "CAN-SPAM" law. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service.

Employees are responsible for complying with the federal Anti-Spam regulations and therefore employees may not use the Company's computer systems to transmit unsolicited commercial email:

- Promoting the Company's business, goods, products, and services without prior authorization;
- Promoting an employee's own personal business, goods, products, and services;
- To the Company's customers who have elected to "opt-out" of receiving the Company's electronic advertisements; and/or
- That contains or is accompanied by maliciously false information.

In addition, to help the Company eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside email, employees should delete unfamiliar or suspicious email from outside the Company without opening it.

USING THE INTERNET

The Company may provide employees with computer equipment and capabilities, including Internet access, to help them perform their job. This policy governs the employee use of that equipment to access the Internet.

PROHIBITED USES OF THE INTERNET

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift. Employees may not, at any time, access the Internet using Company equipment or links for any of the following purposes:

- To visit websites that feature pornography, gambling, or violent images, or are otherwise inappropriate in the workplace;
- To operate an outside business, solicit money for personal purposes, or to otherwise act for personal financial gain (to include running online auctions);
- To download or copy software, games, text, photos, or any other works in violation of copyright, trademark, or other laws;
- To download any software program without the express consent of Management;
- To read, open, or download any file from the Internet without first screening that file for viruses using the Company's virus detection software; and/or

- For any type of personal use.

INTERNET USE IS NOT PRIVATE

The Company reserves the right to monitor employee use of the Internet at any time to ensure compliance with this policy. The employee should not expect that their use of the Internet, to include but not limited to, the sites they visit, the amount of time they spend online, and the communications they have, will be private.

SOFTWARE USE

It is the Company's policy to use licensed software only in accordance with the terms of its license agreement. Violating a license agreement is not only unethical, but also illegal and can subject the Company to criminal prosecution and substantial monetary penalties.

To help the adhere to this policy, employees may not do any of the following without permission from Management:

- Make a copy of any Company software program, for any reason;
- Install a Company software program on a home computer;
- Install a personal software program (that is, software owned by the employee) on any Company computer; and/or
- Download any software program from the Internet to a Company computer without prior authorization.

The Company may audit company-owned computers at any time to ensure compliance with this policy.

PERSONAL BLOGS AND ONLINE POSTS

The Company recognizes that some employees may choose to express themselves by posting personal information on the Internet through personal websites, blogs, or chat rooms, to include uploading content, or making comments on other websites or blogs. The Company values its employees' creativity and honor their interest in engaging in these forms of personal expression on their own time, should they choose to do so.

However, problems can arise when a personal posting identifies or appears to be associated with the Company, or when a personal posting is used in ways that violate the Company's rights or the rights of other employees. Because communications by the Company's employees could, in certain situations, negatively impact business operations, customer relations, or create legal liability, it is necessary for the Company to provide these guidelines. These guidelines are intended to ensure employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

NO POSTING USING COMPANY RESOURCES

Employees may not use the Company's resources (such as employer-owned equipment, including Company computer systems, Company-licensed software, or other electronic equipment) to create or maintain a personal blog or a personal website, or to upload content or make personal postings online, nor may they do so on Company time.

GUIDELINES FOR ONLINE POSTING

The employee is legally responsible for content they post to the Internet, in a blog or otherwise. Employees can be held personally liable for defaming others, revealing trade secrets or proprietary information, and copyright infringement, among other things.

All of the Company's policies apply to anything employees write in a personal blog, post to the Internet, or upload to the Internet. This means, for example, that employees may not use personal postings to harass or threaten other employees or reveal the Company's trade secrets or confidential information.

If, in the process of making a personal post or upload on the Internet, an employee identifies themselves as an employee of the Company, whether by explicit statement or by implication, the employee must clearly state that the views expressed in their post, or at their blog or website, are their own, and do not reflect the views of the Company.

Employees may not make false or misleading statements about the Company's philosophy, products, services, opinions, or affiliations with other companies.

Employees must keep in mind that their personal postings will be read not only by their friends and family, but possibly by their coworkers and supervisors, as well as the Company's customers, clients, and competitors. Even if employees post anonymously or under a pseudonym, their identity can be discovered relatively easily. Employees should use common sense when deciding what to include in a post or comment and not to say something that they would not want these people to read.

SOCIAL MEDIA

Though social media can be a fun and rewarding way to share an employee's experiences and opinions with family, friends, and co-workers around the world, the Company has established a few guidelines that assist its employees in the appropriate use of social media as it relates to their employment. These guidelines will help the employee make responsible decisions about the use of social media and they apply to all associates employed by the Company.

As the definition of "social media" is a rapidly evolving construct, communications categorized as such are described in broad categories and are not meant to be definitive or exhaustive. Employees are to understand and acknowledge the intent of these guidelines within the parameters of such electronic communications. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to the employee's own or someone else's web log (blog), journal or diary, personal web site, social networking or affinity web site, and web bulletin board or chat room, whether associated or affiliated with the Company or not, as well as any other form of electronic communication.

Employees engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (1) protecting certain confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment, and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company.

BE COURTEOUS

When posting information to social media outlets, employees of the Company must be fair and courteous to fellow associates, customers, members, suppliers, or people who work on behalf of the Company. The Company encourages employees to resolve complaints or grievances directly, rather than airing them on social media. If an employee decides to post complaints or criticisms publicly, they should avoid posting or displaying content that are vulgar, obscene, physically threatening or intimidating, or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Company policy. All communications posted to social media, and pertaining in any way to the Company, its employees, operations, affiliates, etc., must comply with the Company's ethics policy and discrimination and harassment prevention policy.

BE HONEST AND ACCURATE

Employees should always be honest and accurate when posting information or news about the Company to social media outlets. Employees are prohibited from posting or displaying content that is an intentional public attack on the quality of the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment. If an employee discovers the posted information is erroneous or mistaken, they should make a prompt correction and be open about any previous posts that they have altered. Even deleted posts can be searched as much of this content is still archived. Employees must never post unverified or knowingly false information about the Company, its employees, members, customers, suppliers, people working on its behalf, or its competitors.

USE DISCRETION

Employees posting information on social media outlets must maintain the confidentiality of trade secrets and private or confidential information. Employees should not post internal reports, policies, procedures, or other internal business-related confidential communications. Unless authorized and approved by the Company, employees are prohibited from disclosing or publishing any promotional content about the Company or its products. Moreover, employees may not post a photograph of a supervisor, manager, vendor, supplier, or customer without that individual's express permission. Employees should not create links from personal blogs, websites, or other social networking sites to the Company's official website without identifying themselves as an associate of the Company. Employees should be transparent about the source of their comments on social media outlets and ensure that their audience understands that opinions expressed are the employee's and not the Company's, and that the employee is not in any way representing the Company or its affiliates as a spokesperson or otherwise.

Postings that include discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct will not be tolerated. Any online conduct that adversely affects an employee's job performance, the performance of fellow associates, or otherwise adversely affects members, customers, suppliers, people who work on the Company's behalf, or its legitimate business interests, may result in disciplinary action, up to and including termination.

Employees should refrain from using social media during work hours or on equipment provided by the Company unless it is work-related, authorized by the employee's supervisor, and consistent with policy. Employees may not use the Company's e-mail addresses to register on social networks, blogs, or other online tools for personal use.

EMPLOYEE REFERENCES & VERIFICATION OF EMPLOYMENT

All requests for employment references or verification of employment must be directed to the Human Resources Department. Worksite managers, supervisors or employees are not authorized to release information for current or former employees.

The Company, Human Resources or Payroll Department do not respond to verbal requests for references or verification of employment. All such requests must be made in writing. By policy, the Company discloses only the dates of employment, the job title of the last position held and wage rate of former employees. Authorization to disclose this information must be in writing.

CONFLICTS OF INTEREST

CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Employees working at the Company are forbidden from engaging in any outside business or financial activity which conflicts with the interests of the Company, or which interferes with their ability to fully perform their job responsibilities. Company policy also forbids any financial interest in any outside business which works with or is a competitor of the Company (except where such ownership consists of securities of a publicly owned corporation regularly traded on the public stock market). Financial interests held by an employee or by their immediate family members in such companies are to be disclosed immediately to the Company so that a determination can be made as to whether a conflict exists. Members of the employee's immediate family include spouse, children, and any other relative sharing the same home as the employee. Rendering of directive, managerial, or consulting services to any outside concern which does business with or is a competitor of the Company, except with the knowledge and written consent of the President of the Company is also prohibited.

All employees must avoid situations involving actual or potential conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of the Company, which impairs an employee's ability to exercise good judgment on behalf of the Company, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, morale problems and possible claims of sexual harassment.

An employee involved in any of the types of relationship or situations described in this policy should immediately and fully disclose the relevant circumstances to their supervisor, or the Human Resources Department, for a determination about whether a potential or actual conflict exists. The Company will take all steps it deems necessary to prevent conflicts of interest and potential legal claims, including but not limited to transferring one or the other employees and terminating the employment of the manager or supervisor. Employees who engage in a romantic or sexual relationship are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the work environment.

All employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees' productivity. If an actual or potential conflict is determined, the Company may take appropriate action according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following:

- Accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers, without reporting it to the appropriate supervisor, with a value of \$25.00 or more;
- Working for a competitor, supplier, or customer;
- Engaging in self-employment in competition with the Company;
- Using proprietary or confidential Company information for personal gain or to the Company's detriment;
- Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, except that ownership of less than 1 percent (1%) of the publicly traded stock of a corporation will not be considered a conflict;
- Using the Company's assets or labor for personal use;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company; and/or
- Committing the Company to give its financial or other support to any outside activity or organization; or

If an employee or someone with whom an employee has a close relationship (a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier or potential supplier, the employee must disclose this fact in writing to the President of the Company. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier or customer, a conflict of interest may exist, which requires full disclosure to the Company.

Part-time employees may engage in outside employment, provided they disclose such employment and get written approval from the President of the Company.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination of employment.

GIFTS

Business decisions must be made impartially and based on such factors as price, quality, service, fiscal responsibility, and the maintenance of reliable sources of supply. Employees must ensure that any business courtesy offered or received does not influence or appear to influence business decisions. Therefore, the Company's employees shall not solicit, accept, or offer entertainment, gifts, or gratuities that have the appearance or effect of influencing the judgment of the recipient in the performance of their duties. This also includes any form of gratuity to or from employees of our customers or members of their families.

Employees may not receive, give, pay, promise, or offer customers anything of value whether cash or any other property for securing or appearing to secure preferential treatment. Employees may give customers or suppliers certain promotional "premiums" (such as t-shirts, coffee mugs, pens, or key chains) imprinted with the Company's logo or sales information.

Violation of this policy in any form will require immediate disciplinary action, up to and including termination.

COMPLAINT POLICIES

OUR DOORS ARE OPEN TO YOU

The Company desires to maintain a positive and pleasant environment for all employees. To help the Company meet this goal, the Company has an open-door policy, by which employees are encouraged to report work-related concerns.

If something about an employee's job is bothering them, or if they have a question, concern, idea, or problem related to their work, they are encouraged to discuss it with their supervisor as soon as possible. If for any reason the employee does not feel comfortable bringing the matter to their supervisor, they are free to raise the issue with any member of management.

We encourage employees to come forward and make their concerns known to the Company. The Company is unable to solve the problem if it does not know about it.

COMPLAINT RESOLUTION

The Company is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Company. If a situation occurs when an employee believes that a condition of employment or a decision affecting them is unjust or inequitable, the Company encourages the employee to discuss it with their supervisor. If an employee does not feel comfortable discussing their concerns with their supervisor, or are not satisfied with the response, they are encouraged to contact the Human Resources Department or President of the Company.

Every effort will be made to maintain confidentiality to the extent possible. However, it is important to know that from time to time, information gathered, and statements taken may be shared with others on a need-to-know basis, only. Appropriate action will be taken where warranted.

An employee will not be penalized, formally or informally, for voicing a complaint with the Company in a reasonable, business-like manner, or for using the problem resolution procedure. Retaliation against an employee utilizing this procedure will not be tolerated.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

ENDING EMPLOYMENT

TERMINATION

All Company employees are employed on an at-will basis. The employment relationship is at the mutual consent of the employee and the Company. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the Company. Nothing in this handbook or in individual compensation agreements constitutes a contract of employment, nor limits the right to terminate at-will employment. No supervisor, manager, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms.

Violation of policies and rules of the Company may warrant disciplinary action. The Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including termination of employment. The Company's policy of discipline in no way limits or alters the at-will employment relationship.

Employees who voluntarily resign from the Company are asked to provide at least two (2) weeks' advance notice of their resignation. This notice should be in writing and should briefly state the reason for leaving and the anticipated last day of work. The Company will consider the employee to have voluntarily terminated their employment if they resign from the Company, fail to return from an approved leave of absence on the date specified or fail to report to work or call in for three (3) or more consecutive workdays.

FINAL PAYCHECKS

Final paychecks will be issued in accordance with federal and state laws and will include all compensation earned, but not paid, through the date of termination as well as mandatory deductions.

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of an employee's termination of employment with the Company or loss of eligibility to remain covered under the group health insurance program, the employee and their eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at their own expense.

COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are:

- Change in the employee's marital status, including marriage, divorce, death of spouse, legal separation, or annulment;
- Change in family status, such as: birth, adoption, or placement for adoption, or death;
- Termination of employment by employee;
- Reduction in hours worked by employee, resulting in loss of coverage;
- Dependent child no longer meeting eligibility requirements; or

- Spouse or dependent become eligible for COBRA when covered employee drops group plan and becomes eligible and selects coverage through Medicare.

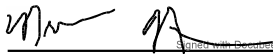
Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company group rates plus an administration fee. The Company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company's health insurance plan. The notice contains vital information about employee rights and obligations.

In addition to federal law, some states have their own COBRA regulations. Whenever federal and state laws differ, the provisions of the state in which the employee lives will apply.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I Michael Machino (Print Name), an employee of Aveyo Soars (the "Company"), have received my copy of the Company employee handbook and its associated addendums. I understand that the policies, benefits, practices, and procedures contained in this employee handbook and associated addendums, may change, and be reissued from time to time, are not a contract of any kind. I understand that my employment is at-will and that both the Company and I have the right to terminate the employment relationship, with or without notice and with or without cause at any time.

I will read and follow the policies described in the handbook and its associated addendums. I understand violation of any of the Company's written or unwritten rules, personnel policies or practices may result in my immediate discharge. I have read the "employment at will" statement and understand how it relates to my employment with the Company. I understand that the Company has the right to change, interpret and/or cancel any of its published or unpublished personnel policies or practices at any time without notice. I understand that not complying with any of these policies may result in appropriate disciplinary action, up to and including termination, of which shall remain the sole discretion of the Company's management. Because these policies may change from time to time, I have been instructed to check with my supervisor and/or Human Resources if I have a specific question about any policy or practice.


Signature of Employee

5964

Social Security Number (Last Four)

Michael Machino

Printed Employee Name

March 11, 2024

Date

Representative, Aveyo Soars

(After signing, the original will remain in your personal file permanently)

EMPLOYEE HANDBOOK ADDENDUM—ARIZONA

PERTAINS TO ARIZONA EMPLOYEES ONLY

THE PURPOSE OF THIS ADDENDUM

As stated earlier, the Employee Handbook itself is not all encompassing. Designed to only inform employees of the policies, practices, and procedures of the Company; the Employee Handbook is not designed to address the specific labor laws for each state to which the Company may employ and operate in. Therefore, the Employee Handbook Addendum is used to fulfill this need and is only applicable to the employee's state of employment.

As the Company continues to grow and expand into new states, it becomes essential for the Company to inform its employees on the labor laws specific to their state of employment. For example, some states may require specific meals or rest periods by law while others may not. Understanding that such policy would only apply to those employed in these states, an Employee Handbook Addendum is used to alert those employees to which the law pertains too; especially since the policy would not apply to all employees employed with the Company.

State specific Employee Handbook Addendums, such as this Arizona Addendum are required to be reviewed by all Arizona employees as this Addendum highlights and summarizes the Company's policies and practices specific to this state. If by chance the information contained within this Addendum differs from the labor laws within the employee's state of employment, the Company will comply with those laws. Whenever federal or state laws differ, the provisions of the appropriate law will apply. In the event an employee has a question or perceives a conflict between the Handbook and this Addendum, employees are encouraged to speak with their Human Resources Department.

As a reminder, circumstances constantly change whether it be the state the Company may operate in, or the labor laws confined within. As a result, the Company may have to revise, rescind, or supplement an Employee Handbook Amendment from time to time. Other than the at-will agreement and the agreement to arbitrate contained in the Employee Handbook, Employee Acknowledgment and Agreement, and this Employee Handbook Addendum should not be construed as creating a contract or a promise. The policies can change at any time, for any reason, without advanced notice.

EMPLOYMENT

ARIZONA CIVIL RIGHTS ACT (ACRA)

The Company is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, national origin, ancestry, citizenship status, sex (including childbirth, breastfeeding, and related medical conditions), gender, gender identity or expression, pregnancy, disability, age, protected medical condition, marital status, uniform service member and veteran status, sexual orientation, genetic information or any other protected status in accordance with all federal, state or local laws.

Furthermore, the Company is committed to following the State of Arizona's Civil Rights Act and will not discriminate on the basis of protected characteristics to include race, color, national origin, age (40 and over), sex (including pregnancy and maternity), religion, disability, and genetic information.

The Company also prohibits any adverse employment action against employees who make formal complaints, testify, or assist/participate in any investigation or hearing of unlawful discrimination.

LEGAL ARIZONA WORKERS ACT (LAWA)

The Legal Arizona Workers Act (LAWA) prohibits all employers from employing undocumented workers. Therefore, the Company will verify the identity and eligibility of all persons hired to work in the state of Arizona and will keep records of this verification for the duration of the employee's employment or three years, whichever is longer as per ARS § 23-211 to 23-214.

TIMEKEEPING & WAGES

OVERTIME

When operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime. When possible, advance notification of these mandatory assignments will be provided. All overtime work must be authorized in advance by a supervisor. It is not the intent of the Company to overburden employees and employees will be compensated for any overtime spent on the Company's behalf. The Company will attempt to distribute overtime evenly and accommodate individual schedules.

The Company provides compensation for all overtime hours worked by hourly and salaried non-exempt employees in accordance with state and federal laws. Only actual hours worked in each workday and each workweek will apply in calculating overtime. Time off on sick leave, PTO leave, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Overtime calculation for Arizona is as follows:

- Employees who work in excess of forty (40) hours a week are to be paid time-and-a-half wages for all additional hours worked.

Salaried exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

LEAVES AND TIME OFF

ARIZONA FAIR WAGES AND HEALTHY FAMILIES ACT

The Company complies with the Arizona Fair Wages and Healthy Families Act (FWHFA) Paid Sick Time requirement by providing paid sick time.

As per Arizona law, employers with fifteen (15) or more employees must earn one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum of forty (40) hours of paid sick leave per year. Employers with fewer than fifteen (15) employees must earn one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum of twenty-four (24) hours of paid sick leave per year.

LEAVES OF ABSENCES

CRIME VICTIM AND JUVENILE OFFENSE LEAVE (50+ EMPLOYEES)

The Company will allow employees unpaid, job-protected leave if the employee is a victim of a crime or victim of a juvenile offense to attend certain court proceedings or to obtain a protective order, dependent upon the need for leave.

Employees requesting Crime Victim or Juvenile Offense Leave must notify their supervisor as far in advance as possible before taking the leave, along with a copy of the notice of the proceeding to attend. Arizona courts will provide the victim with notice of any proceeding the victim has a right to attend.

CRIME VICTIM LEAVE

With a manager's approval, an employee may take unlimited unpaid time off to attend criminal proceedings related to a crime. A criminal proceeding is a hearing, argument, or other matter scheduled by and held before a trial court. A criminal proceeding DOES NOT include any deposition, lineup, grand jury proceeding or other matter not held in the presence of the court.

An employee who is a victim of a crime may take leave to:

1. Be present at all criminal proceedings in which the accused defendant has the right to be present. This includes any court proceedings that deal with the accused's initial court appearance, releasing the accused after arrest, sentencing negotiations, sentencing, and probation revocation.
2. Obtain or attempt to obtain an order of protection, an injunction against harassment or any other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child, without pay, to employees who are victims of domestic abuse, stalking, sexual assault, or any other crime related to domestic abuse.

JUVENILE OFFENSE LEAVE

An employee who is a victim of a juvenile offense may take leave to:

1. Be present throughout all court hearings in which the accused delinquent has the right to be present. This includes any court proceedings that deal with the juvenile's initial court appearance, releasing the juvenile after arrest, detention proceedings, and probation revocation.
2. Obtain or attempt to obtain an order of protection, an injunction against harassment or any other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child.

Employees should note that the Arizona Crime Victim Leave Law does not allow time off for physical or mental injuries caused by a crime or juvenile offense. However, the Family Medical leave Act ("FMLA") does allow eligible employees job-protected time off for most injuries.

The Company will not terminate any employee who is a victim of a crime or juvenile offense because the employee has exercised the right to leave work under this law. The Company will also not discriminate in any terms of employment against any employee who is a victim of a crime or juvenile offense because the employee exercises the right to leave work under this law.

VOTING

The Company encourages all employees to exercise their voting rights in local, state, and national elections. Since voting polls are open for long periods, employees are encouraged to vote before or after their regular working hours. If employees are unable to vote during their non-working hours, the Company will provide up to three (3) hours of paid time off at the beginning or end of an employee's shift. Employees may take as much time as needed to vote; however, only the time necessary as required by state will be paid.

Employees are encouraged to request time off to vote from their supervisor at least two (2) working days prior to the Election Day. Notice is required to allow for the necessary time off so it may be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

The Company will not provide voting leave if the employee's shift begins at least three hours after the polls open or ends at least three hours before the polls close.

ENDING EMPLOYMENT

FINAL PAY

Employees who resign will receive their final paycheck on the next scheduled payday as per ARS § 23-353. Employees who are terminated will receive their final paycheck within seven (7) working days or by the next payday, whichever is sooner as per ARS § 23-353.

The company does not pay out any accrued, but unused, paid time off.

EMPLOYEE ADDENDUM ACKNOWLEDGEMENT

I Michael Machino (Print Name), an employee of Aveyo Soars (the "Company"), have received my copy of the addendum to the Company's employee handbook. I understand that the policies, benefits, practices, and procedures contained in this addendum and those that may be issued from time to time, are not a contract of any kind.

I will read and follow the policies described in the addendum. I understand violation of any of the Company's written or unwritten rules, personnel policies or practices may result in my immediate discharge. I understand that the Company has the right to change, interpret and/or cancel any of its published or unpublished personnel policies or practices at any time without notice. I understand that not complying with any of these policies may result in appropriate disciplinary action, up to and including termination, of which shall remain the sole discretion of the Company's management. Because these policies may change from time to time, I have been instructed to check with my supervisor and/or Human Resources if I have a specific question about any policy or practice.

I have ready and fully understand the above policy.


Signature of Employee

(After signing, the original will remain in your personal file permanently)

March 11, 2024

Date

Condition of Employment

VertiSource HR, (hereinafter referred to as “VertiSource HR”) located at 6985 Union Park Center, Suite 100, Cottonwood Heights, UT., 84047 is duly incorporated in Utah to provide payroll services to employers.

Employee Name: Cory Decker (hereinafter referred to as the “Employee”)

Employer Name: Aveyo Soars, LLC (hereinafter referred to as the “Employer”)

Employee is hereby employed as a(n) _____ to work at/for the above referenced Employer.

1. Employee agrees at all times to conform to the policies and rules of the Employer.
2. Employee hereby acknowledges and agrees that Employee’s position, title, duties, location of work, compensation and/or responsibilities may be modified at Employer's sole and absolute discretion.
3. Employee hereby acknowledges and agrees that Employee’s employment is at-will, continuing for an indefinite period, subject to termination at any time, by either Employee or the Employer for any reason, with or without cause, by giving notice to the other, and employment shall terminate upon the giving of such notice. Employee understands and agrees that nothing herein is intended to constitute a contract of continued employment.
4. Employee hereby acknowledges and agrees that any dispute, controversy or claim arising out of, involving, affecting or related in any way to Employee’s representations under this document or a breach of any agreement to which Employee is a party, or in any way arising out of, involving, affecting or related to Employee’s employment or the conditions of employment or the termination of employment, or in any way arising out of, involving, affecting or related to any assignment or termination of any assignment with/at/for Employer, including but not limited to disputes, controversies or claims arising out of or related to the actions of Employer, and/or Employer’s other employees, under Federal and/or State laws, shall be resolved by final and binding arbitration, pursuant to the Federal Arbitration Act, in conformity with the procedures and the applicable rules of the American Arbitration Association in the state where Employee is or was last employed by Employer. The arbitrator shall be entitled to award reasonable attorney’s fees and costs to the prevailing party. The award shall be in writing, signed by the arbitrator, and shall provide the reasons for the award. Judgment upon the arbitrator’s award may be filed in and enforced by any court having jurisdiction. This Agreement to Arbitrate Disputes does not prevent Employee from filing a charge or claim with any governmental administrative agency as permitted by applicable law.
5. Employee hereby acknowledges and agrees that, during any period for which Employer fails to pay any service fees to VertiSource HR, Employer will be fully and solely responsible for Employee’s compensation during such period. Employee hereby waives and releases any claim for liability



against VertiSource HR as a result of Employer's failure to pay such fees.

6. Employee hereby acknowledges and agrees that Employee's employment is at the mutual consent of Employee and Employer. Consequently, both Employee and/or Employer may terminate Employee's employment relationship at any time, with or without cause or notice. Employer's employment is expressly at will and can be terminated at any time for any reason.
7. Employee hereby acknowledges and agrees that it has received or will receive access to Employer's Employee Handbook, and that Employee shall abide and be bound by the policies and procedures therein set forth.
8. Should Employee need to contact VertiSource HR for any reason, Employee may contact the VertiSource HR at (877) 565-3084 or (801) 566-3084.
9. Employee hereby fully authorizes, instructs, designates, and empowers VertiSource HR to offset any amounts owed to VertiSource HR and/or Employer for any advances, insurance premiums, or other amounts credited to Employee through payroll that are later determined to be more than the correct amount due to Employee, by deducting such amounts owed from Employee's subsequent payroll checks, unless prohibited by state law in which the Employee works. Should any such offset or deduction result in payment to Employee for less than the minimum wage, such offset or deduction may be spread over multiple checks to ensure that Employee is paid at least the applicable minimum wage.
10. Employee acknowledges and agrees that, if any term or provision herein is held for any reason to be invalid, void, or unenforceable, the remainder of the provisions herein shall nevertheless remain in full force and effect.
11. Employee acknowledges and agrees that any amendment, modification, or variation in terms herein must be in writing and signed by an officer of VertiSource HR; which excludes any and all on-site supervisor/manager or Employer as such individuals are not authorized to amend, modify, or vary these terms. Employee will execute and deliver all such other further instruments and documents as may be necessary, in the opinion of the Employer, to carry out the purposes herein described. Employee's obligations described herein may be assigned by VertiSource HR or by Employer.
12. While employed by the Employer, Employee acknowledges and agrees that Employee may have access to and become acquainted with secrets, confidential information, and various trade secrets, such as employee or customer information, formulas, patterns, Ideas, devices, processes, software programs, finances, and any and all other confidential intellectual property of Employer or of VertiSource HR, which are owned by them or used in the operation of their business. Employee agrees not to disclose any of these and not to use them in any way, while either employed by the Employer or at any time thereafter, except as expressly required in the course of Employee's employment.



Condition of Employment—*Employee Acknowledgement*

Employee hereby acknowledges and agrees that this document is comprehensive, and that neither Employer nor VertiSource HR are making any representations, warranties, terms, covenants, or conditions regarding Employee's employment. By signing below, Employee acknowledges that Employee has read and agreed to the above and to the additional terms of this document and understands that it is Employee's responsibility to provide all necessary documents to establish Employee's employment status with my Employer.

Cory Decker

Employee Name

2/29/2024

Date

Cory Decker

Employee Signature

(RETAIN IN EMPLOYEE'S PERSONNEL)



FILE)



Digital Signature Certificate

Signer: Cory Decker

Email: cory@soarenergy.com

Timestamp: 2024.02.29 07:34:38 -07:00

Reason: Document Authentication

IP Address: 185.69.144.101

Document ID: d9a161d9-4270-481d-af29-065c712182d5

Signature:

Cory Decker

Digitally signed by Worklio

EXH. AA
to
Complaint

Get [Outlook for iOS](#)

From: Brian Decker <brian@soarenergy.com>
Sent: Monday, August 26, 2024 8:26 PM
To: nash@sunsetslr.com <nash@sunsetslr.com>; gabe@sunsetslr.com <gabe@sunsetslr.com>; brandon@sunsetslr.com <brandon@sunsetslr.com>
Cc: Cory Decker <cory@soarenergy.com>; Michael Machino <mike@soarenergy.com>; Brian Decker <brian@soarenergy.com>; Mike Roberts <mike.roberts@soarenergy.com>
Subject: Soar Energy/Energy Wizard Overview

Good Evening Nash, Gabe & Bradon,

It was a pleasure speaking with you on Friday. As promised, while we await your responses to Cory's questions, I wanted to provide additional information on the three high-priority areas we discussed.

1. EnergyWizard Lead Qualifying Services:

Our goal is to help increase your ROI by prequalifying the data you currently have, isolating the best quality prospects based on a full address provided by you. This data is returned via API within 30-60 seconds, depending on the data packs selected. We have processed several hundred thousand records and are designed for enterprise-scale operations.

Data Packs:

- Solar Panel AI Pack: * Detects the presence of solar panels.
- Pool AI Pack: * Detects pools and calculates surface area to aid in usage analysis.
- Roof Wizard: * Analyzes pitch, azimuth, roof type, roof shape material, and usable area (squares).
- Roof Condition Score: * Evaluates roof condition on a 0-100 scale + (summary score (good, poor, average), date of score, condition (ponding, temporary repair, zinc staining, etc))
- Tree Overhang Detection: * Identifies overhangs that may impact solar performance.
- Homeowner Data Pack: * Provides occupancy status (owner, renter, second home), household income.
- Solar AI Pack: * Estimates sunlight hours, annual system production, and system size based on current offset.
- Energy Use/Rate Pack: * Provides estimated annual/monthly consumption using over two dozen models (e.g., sqft, home age, climate zone), annual energy cost, and average cost/kWh.
- High-Resolution Aerial Imagery: ** Typically 60-90 days old.

Pricing:

- Suggested Package (BOLD items only): \$4.50-\$6.50 per record, depending on the monthly volume of contract
- Full Data Package (all items): \$6.50-\$8.50 per record, depending on the monthly volume of contract

2. Consumer-Facing Funnel: see results in image below along with a test link

We offer a white-label solution to enhance conversion on your current funnel. Although we do not focus on direct sales, our testing (using cold traffic, not paid ads) has shown impressive results. Customers appreciate the ease, speed, and user experience of our platform. We could also explore generating leads for you in a separate discussion.

Recent Test Results:

- Traffic: Posted to Instagram with the video we showed you (no ad spend or targeting).
- Conversions:
 - 66% of visitors entered their address to request a savings report.
 - 49 of 61 eligible visitors (based in CA) proceeded after viewing their home's preview image.
 - 33 of 49 provided their phone number to view the report.

We currently have California activated, so feel free to test it on your mobile at (<http://app.soarenergy.com/soarswitch>) with CA addresses. Please limit the number of tests, as we incur costs for each report/data generated.

3. Purchase & Refinance Financing Component:

I've spent over a year collaborating with HUD and one of the nation's top FHA mortgage investors to develop the FHA EcoSmart mortgage. I've attached a deck for your review, which outlines the loan program available for both refinance and purchase. Additionally, we've partnered with the Affordable Housing Authority (AHA) to introduce a grant program, offering up to \$13,000 (or 3.5% of the purchase price) for homebuyers using FHA financing. The AHA program goes live mid September.

Key Points:

- Approved mortgage loan officers and brokers can originate this mortgage and roll in the cost of solar, battery, or necessary roof work without increasing the down payment.
- Appraisal requirements remain the same, even with added costs for solar installations.
- This program offers lower interest rates than traditional solar financing, 30-year terms, no dealer fees, and fully tax-deductible interest.

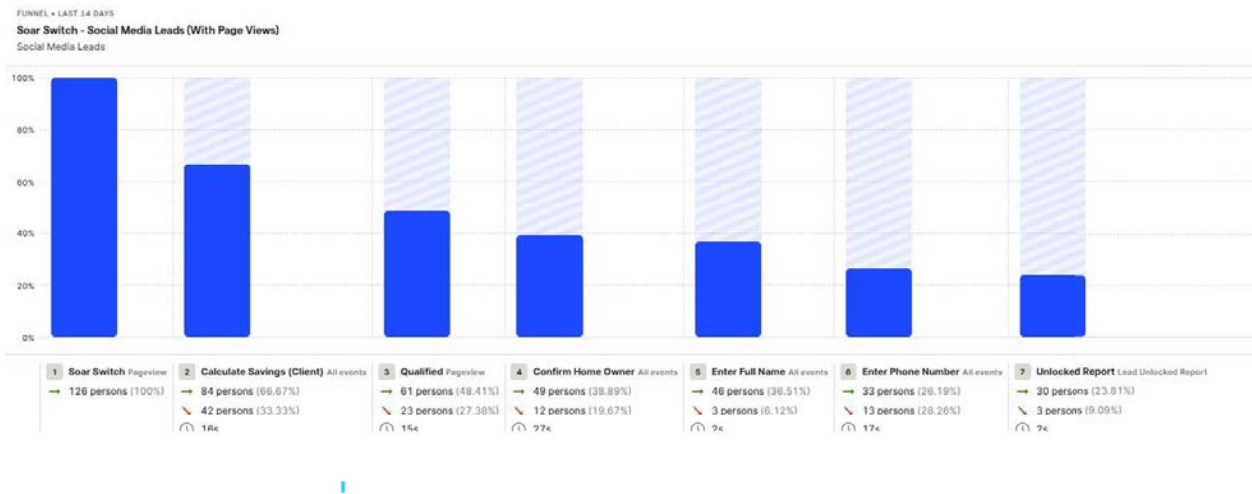
EcoSmart Mortgage Overview=è [Beautiful.ai - The EPM EcoSmart Mortgage](#)

This deck doesn't not include information about the AHA \$13k grant (free money) I can go over that in person. That program goes live mid September and works in conjunction with the EcoSmart for both a refinance and a purchase.

Next Steps:

1. Please respond via text or email to Cory's questions he asked today
2. We can schedule a follow up call Thursday or Friday
3. If you want to send over some addresses we can provide the data packs for each of them for your to review
4. We can discuss different lead strategies: we generate leads to send to your team to convert into a booked appointment to sell (using Tarek/Heather El Moussa ads) or variations of this model as discussed.

Conversion of funnel data



Need to Book A Time to Chat! [Book A Time with Me Here!](#)

Brian Decker
Chief Executive Officer
thebriandecker

POWERED BY aveyo

949-233-5710

Brian@soarenergy.com

www.soarenergy.com

4742 N 24th St, Ste 362
Phoenix, AZ 85016

EXH. B
to
Complaint

12:11

280



BD



2 People >

Mon, Aug 26 at 4:17 AM

Corey Decker

Morning gents. So, back in the day when we were going hard on the tech play, we were going to spin it off as its own org. I really think we need to do that now before this takes off. As Jeremy said, our main value is in our tech and relationships.

Mike, we will fill you in on the meeting from Friday with the solar company, but basically, our



iMessage



12:11

280



BD



2 People >

in on the meeting from Friday with the solar company, but basically, our Nearmap contract puts us into a position of having a MASSIVE profit margin on data that no one else can get directly, even if they wanted to. Like Turbo, for example. We basically have exclusivity without having to pay for it. It's an insanely valuable position to be in.

But if we keep our sales org (SOAR) the



iMessage



12:12

280



BD



2 People >

But if we keep our sales org (SOAR) the same as the tech org, we're giving 25% of the company to Tarek and Heather and to Shelby. And just being transparent, I am sitting at 3% for the entire tech play, which doesn't make any sense.

Brian, unless you made a deal with Tarek and Heather to give them part of the tech play, I think we keep aveyo and roberts' equity the same (obviously)



iMessage



12:12

280



BD



2 People >

tech play, I think we
keep aveyo and
roberts' equity the
same (obviously)
since you funded the
tech, but don't
include Tarek,
Heather or Shelby (or
vastly reduce Shelby)
for this.

It also helps us with
an exit and protects
our SOAR sales brand
vs Tech.

I am telling you...I
have been
strategizing about
this all weekend, and
I think our biggest
revenue is going to



iMessage



12:12

280



BD



2 People >

...this all weekend, and
I think our biggest
revenue is going to
come from being a
data middleman. Can
explain more, but for
every \$1 we spend,
we get \$10. It's
insane.



Edited

Mon, Aug 26 at 6:02 AM

Brian Decker

Shelby will be hard to
cut out since his
profits made for
original but we can
cut him down

But we can cut Tarek
and heather way
down for sure



iMessage



12:12

280



BD



2 People >

cut him down

But we can cut Tarek
and heather way
down for sure

Spin tech company
out and keep lead
gen and sales
together

BD

Corey Decker

Yeah exactly. And I've
been researching
this...apparently it's
called a middleman
tech model. And it's
insanely lucrative .



Brian Decker

Sweet

But we need cash to



iMessage



12:12

280



BD



2 People >

Corey Decker

Yeah we have to figure that out.

But with this solar sales company and turbo, if we just spit them back data like we do with solar scan, it's fast revenue.



Edited

Brian Decker

Yeah we can talk but turbo wouldn't be really a big data play could be some but sales team and solo would be



iMessage



12:12

280



BD



2 People >

BD

would be

BD

Let's talk for sure
about that

Splitting to two companies has some challenges, especially if the cap table is different. If Tarek and Heather agree to this, the next challenges are keeping income and expenses completely separate. It would be hard not to overlap labor between the two. We couldn't have Aveyo Soars pay for any labor that is being allocated to the



iMessage



12:13

280



BD



2 People >

for any labor that is being allocated to the tech company unless there was an agreement to have the tech company reimburse Aveyo Soars for all labor used. Crazy hard to track.

Tarek and Heather have a strong legal team. The last thing we would want is to give concern of embezzlement. This would be hard to execute perfectly, even if they agree to the structure change.



iMessage



12:13

280



BD



2 People >

Corey Decker

Totally understand those concerns. And it is more work.

The cap table wouldn't be different though. SOAR piece is the only thing that's different. And that's not listed in the cap table agreements.

My concern is If we don't address this properly now, we lose way more money in the long run. And it's a lot harder to track profit and revenue derived from tech.



iMessage



12:13

280



BD



2 People >

...more money, in
the long run. And it's
a lot harder to track
profit and revenue
derived from tech.

I'm open to ideas
around a better way
to do that, that's fair.
What I'm trying to do
is protect the
invested parties who
actually have
contributed either
sweat equity or
invested money while
also figuring out how
to get a bigger exit.

I've been working
through models and
want to figure out
what we need to



iMessage



12:13

280



BD



2 People >

also figuring out how
to get a bigger exit.

I've been working
through models and
want to figure out
what we need to
charge to also make
money including dev
costs, not just hard
costs.



I agree that it needs
to be addressed. We
can likely find a
solution. Capital call
could be the path.

Mon, Sep 9 at 9:22 AM

Corey Decker



iMessage



EXH. C
to
Complaint

Invoice # 11

Date 2024-09-02

Due date 2024-09-07

INVOICE

From:	Bill to:
Reggie Gian Escobar	Aveyo Soars LLC
10F-13, No. 567 Guangfu S. Rd.	1261 S 820 E
Xinyi District	#300, American Fork
Taipei City, 110	UT 84003
Taiwan	99-0388172

BANK INFORMATION

Bank Name: Chase

Account Name: Reggie Escobar

Account Number: 657606672

Routing Number: 111000614

#	Service name	Quantity	Price	Subtotal	VAT %	Tax Value	Total
1	Roof Score and Roof Quote in the HEA MVP	1	10,400.00	10,400.00	0	0.00	10,400.00

Total Due	\$10,400.00
Currency: USD	

EXH. D
to
Complaint

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 12, 2024

PTAS

BRUCE R. NEEDHAM
50 WEST BROADWAY, 10TH FLOOR
SALT LAKE CITY, UT 84101

508754244

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 09/11/2024

REEL/FRAME: 068560/0874
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 5440.2.1

ASSIGNOR:

DECKER, CORY MICHAEL

DOC DATE: 09/10/2024

ASSIGNOR:

DECKER, BRIAN JOSEPH

DOC DATE: 09/06/2024

ASSIGNEE:

AVEYO SOAR, LLC
1261 SOUTH 820 EAST, SUITE 300
AMERICAN FORK, UTAH 84003

APPLICATION NUMBER: 18882432

FILING DATE:

PATENT NUMBER:

ISSUE DATE:

TITLE: INTEGRATED HOME ENERGY ASSESSMENT PLATFORM

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

EXH. DD
to
Complaint

Welcome to SOAR.

To get started, simply select the service on the left.

REF:
main

SHA:

MSG:

b316f58e912a181 Remove Disaster Scan and Roof Scan from
954cd5cbbb08a Menus (#1295)
3a3278ec0786

ENV:

production

EXH. E
to
Complaint



Welcome to Roof Scan, a proprietary AI assistant designed to help you quickly assess the quality of your client's roof.

CSV Formatting Guidelines

CSV:

Choose File

No file chosen

Upload

EXH. F
to
Complaint



CHAD S. PEHRSON
cpehrson@kba.law

Salt Lake: 801.939.3698 San Diego: 619-371-5511

November 11, 2024

Via Certified Mail and Email (@kfunahashi@wsgr.com)

Mr. Ken Funahashi
WILSON SONSINI
953 East Third Street
Suite 100
Los Angeles, CA 90013
kfunahashi@wsgr.com

Re: Demand Letter—Breach of Contract, Breach of Fiduciary Duty, Misuse of Corporate Opportunity, Self-Dealing, and Intellectual Property Misappropriation

Dear Mr. Funahashi:

This law firm represents Aveyo Soars, LLC (“Aveyo Soars” or the “Company”) and its minority members Aveyo Direct, LLC, Wolves Ventures, LLC, and Insight Consulting, LLC (the “Minority Members”). This letter is a formal demand regarding Soar Energy, Inc.’s (“Soar Energy” or the “Majority Member”) and various associated individuals’ actions in breach of fiduciary duties, contractual obligations, and applicable law. The Minority Members have invested substantial resources in Aveyo Soars and are committed to protecting their interests and the Company’s intellectual property and corporate opportunities.

Specifically, our clients put you on notice of the following claims:

1. **Improper Appropriation of Corporate Opportunities.** Soar Energy has improperly diverted corporate opportunities that rightfully belong to Aveyo Soars. These actions undermine the Company’s growth potential and violate the duty of loyalty owed to Aveyo Soars and its members. See U.C.A. § 48-3a-409.

The corporate opportunity doctrine is a part of the duty of loyalty and prevents corporate fiduciaries from usurping business opportunities that belong to the corporation. Specifically, the laws prohibit directors and officers from taking for themselves a business opportunity that belongs to the corporation. Where, as here, the corporate opportunity doctrine is breached, the corporation may seek various remedies, including disgorgement of profits, damages, and rescission.



CHAD S. PEHRSON
cpehrson@kba.law

Salt Lake: 801.939.3698 San Diego: 619-371-5511

2. **Unfounded Ownership Claims Over Aveyo Soars' Technology.** Soar Energy has asserted ownership of technology that is, in fact, the property of Aveyo Soars.

This includes a pending patent application, two pending trademark applications, and associated trade secrets that are unequivocally the Company's assets. Such conduct constitutes a breach of contract, breach of fiduciary duties, and misappropriation under applicable intellectual property and tort laws. *See, e.g.,* U.C.A. § 48-3a-409; Utah Uniform Trade Secrets Act, U.C.A. § 13-24-1 *et. seq.*

3. **Misuse of Minority Members' Contributions.** The Minority Members have collectively invested well over \$1.3 million into Aveyo Soars to fund technology development and operational activities. Obviously, these funds were intended to advance the Company's business, not to facilitate Soar Energy's self-dealing or misappropriation of the Company's assets.

Self-dealing by a majority member in an LLC, including using company funds for personal gain, constitutes a breach of the fiduciary duty of loyalty and fair dealing. *See* U.C.A. § 48-3a-409. The duty requires that majority members act in the interest of the company and minority members. *Id.*

4. **Ownership of Patent Application and Intellectual Property.** The pending patent application and the invention underlying it, as well as the pending trademark applications, are definitively owned by Aveyo Soars, both in title and in all relevant substance. The Company also owns various trade secrets and proprietary technologies that have been developed using the Minority Members' contributions. Any claim by Soar Energy to the contrary is baseless and is a clear attempt to usurp Company assets for its own benefit.

Ownership rights in an LLC setting, including intellectual property ownership, are governed by the Operating Agreement and fiduciary duties under U.C.A. § 48-3a-409. Any unfounded claim by Soar Energy is actionable as a breach of the duty of loyalty.

5. **Self-Dealing and Breach of Fiduciary Duties.** Soar Energy's actions constitute blatant self-dealing, including the exploitation of Company resources and opportunities for personal gain. Such conduct is a violation of its fiduciary duties and obligations as the Majority Member of the LLC. *See* U.C.A. § 48-3a-409.



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Self-dealing is prohibited under Utah law as a violation of fiduciary duty and equitable principles. *Id.* Self-dealing has been condemned in Utah courts, which uphold the principle that fiduciaries must not exploit company resources for personal profit. Remedies for such breaches include the restoration of improperly diverted funds or benefits to Aveyo Soars.

Demand for Immediate Action

In light of the above, our clients demand that Soar Energy immediately:

1. Cease and desist from all disloyal activities;
2. Cease and desist claiming ownership of any intellectual property, including but not limited to the pending patent application, the pending trademark applications, inventions, and trade secrets belonging to Aveyo Soars.
3. Refrain from diverting or exploiting any corporate opportunities belonging to Aveyo Soars.
4. Cease any further self-dealing or actions that undermine the interests of the Company and its Minority Members.

As the Company and its Minority Members are being damaged by Soar Energy's conduct, and we reasonably believe that more damage is imminent, we hereby demand that Soar Energy respond, in writing to this office, by close of business on **Friday, November 15, 2024**, with its affirmation of and commitment to comply with each of the foregoing demands. Failure to timely respond will result in the Company and its Minority Members pursuing any and all legal remedies available to them against Soar Energy.

Litigation Evidence Hold

This notice serves as a formal directive to preserve all documents, communications, and electronically stored information (ESI) potentially relevant to the matters described in this letter. You are hereby instructed to immediately suspend any routine document destruction, alteration, or overwriting procedures for all paper and electronic records, including but not limited to emails, text messages, instant messages, voicemails, calendars, handwritten notes, and drafts, whether stored on personal or company devices, cloud platforms, or external drives. Non-compliance with this directive may result in severe legal consequences, including sanctions for spoliation of evidence.



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Reservation of Rights

Our clients reserve all rights, including but not limited to initiating legal action for breach of contract, breach of fiduciary duties, and intellectual property misappropriation, as well as seeking injunctive relief, damages, and attorneys' fees. This letter does not constitute a waiver of any rights or remedies, all of which are expressly reserved.

Best Regards,

KUNZLER BEAN & ADAMSON

A handwritten signature in blue ink, appearing to read 'Chad S. Pehrson'.

CHAD S. PEHRSON

cc:

Aveyo Direct, LLC
Wolves Ventures, LLC
Insight Consulting, LLC

EXH. G
to
Complaint



Benjamin D. Bianco
Partner
Direct (646) 539-3791
Fax (646) 519-7232
bdb@msf-law.com

November 21, 2024

VIA ELECTRONIC-MAIL

Chad S. Pehrson, Esq.
Kunzler Bean & Adamson, P.C.
cpehrson@kba.law

Re: *Aveyo Soars, LLC*

Dear Chad:

We represent Soar Energy Inc. (“Soar Energy”), as the Majority Member of Aveyo Soars, LLC (the “Company”), and write in response to your letter to Ken Funahashi, dated November 11, 2024 (your “Letter”), as well as Mike Roberts November 18, 2024 text to Cory Decker (“Text Message”). As an initial matter, you do not represent the Company—as asserted by you in your Letter—so please make sure that is clear to both your clients and the outside world going forward.

In addition, please immediately instruct your clients to refrain from contacting Soar Energy directly (or the Soar Energy Individuals, defined below, along with Michael Machino), unless such contact is absolutely necessary for Company operational purposes. Both sides are represented by counsel, yet your clients have been sending daily text messages to the Soar Energy Individuals, and other Soar Energy associated persons, for the purpose of both abject harassment and in aid of your clients’ extortion agenda (discussed below). It is inappropriate, and it must end immediately.

The recitation of the purported facts set forth in your Letter (and in the Text Message) are in certain respects woefully misguided, and in other respects outright false. First, unlike your clients, Soar Energy is in complete compliance with both the Company Operating Agreement,¹ as well as Soar Energy’s obligations under the law as Majority Member. Moreover, any suggestion that Soar Energy engaged in conduct to the detriment of the Company is entirely false. Second, it is in fact your clients—and in particular Aveyo Direct, LLC (“Aveyo Direct”) and Wolves Ventures, LLC (“Wolves”)—that have either directly breached the Operating Agreement or deliberately covered up systemic Operating Agreement breaches within your client group. I trust you have seen the e-mails where your clients explicitly admit that their initial and continuing funding obligations have not been met.

¹ Limited Liability Company Operating Agreement of Aveyo Soars, LLC, executed on or about January 19, 2024.

Chad S. Pehrson, Esq.

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November 21, 2024

Finally, it borders on the absurd that your Letter accuses Soar Energy of violating “tort laws,” when Mike Roberts (of Wolves), explicitly admitted in the Text Message to a multitude of business torts, and possibly criminal activity. Moreover, in the Text Message, Mr. Roberts boasts of unlawfully accessing Soar Energy’s Zoom account in order to “downloaded onto [his] server” 80 hours of Soar Energy Zoom calls, where it was abundantly clear from the titles of those Zoom calls that they had absolutely nothing to do with the Company. Mr. Roberts then doubles down on his admissions in the Text Message by discussing the details of, and even threatens to disrupt, a proprietary business venture of Soar Energy where such venture is entirely devoid of any connection whatsoever to the Company—specifically referencing information on investors and meetings Mr. Roberts obtained through his unlawful conduct.

Specific Responses

Although not addressed in your Letter, but as noted throughout the Text Message, your clients seem to have the entirety misguided belief that PropertyFi is somehow related to, a competitor of, and/or in the same industry as the Company. It is not. PropertyFi, once operational, will engage exclusively in the structural restoration of real property following catastrophic weather events and other natural disasters. PropertyFi has absolutely no connection whatsoever to solar equipment sales, installation, or operation. Thus, there is absolutely no overlap between any intellectual property owned, controlled, or used by the Company, and that which will be deployed by PropertyFi. With that in mind, Soar Energy responds to the “claims” in your Letter as follows:

1. False. Under no circumstances has Soar Energy appropriated any Company opportunities, as Soar Energy has no vehicle to do so and would not do so regardless.
2. False. The pending patent was entirely developed outside of the Company and licensed to the Company at no cost. This “claim,” however, is a red herring as Soar Energy has not and will not—nor has Soar Energy threatened to—use the patent outside of the Company. With respect to the pending trademarks, Soar Energy has no intent whatsoever to use Company trademarks outside Company operations, nor has Soar Energy ever threatened to do so.
3. False. It is unclear how this “claim” is meaningfully independent from the first, but for the same reasons, it is nonsense. At no time has Soar Energy engaged in self-dealing or misappropriation of any kind.
4. False. Similarly, it is unclear how this “claim” is meaningfully independent from the second, but for the same reasons, it is simply false. Once again, this “claim” is a red herring as Soar Energy has not and will not—nor has Soar Energy threatened to—use the patent or trademarks outside of the Company.
5. False. *See* prior responses, as this “claim” also lacks meaningful independence from the others.

Chad S. Pehrson, Esq.

Page 3

November 21, 2024

Breaches by Aveyo Direct and Wolves

Pursuant to the Operating Agreement, Aveyo Direct was obligated to (i) make an immediate capital contribution of \$200,000; (ii) contribute up to an additional \$200,000 as needed for Company operations; and (iii) contribute approximately \$130,000/month in “significant salaries and fees for employees that will not be added to the Aveyo Soars P&L.” With respect to Wolves, it was obligated to (i) make an immediate capital contribution of \$600,000; (ii) contribute up to an additional \$250,000 as needed for Company operations; and (iii) contribute approximately \$65,000/month in “significant salaries and fees for employees that will not be added to the Aveyo Soars P&L.” In sum, Aveyo Direct and Wolves obligated themselves to contribute up to \$1.25 million, and another \$195,000/month to fund employee salaries and fees outside of P&L.

Based on, and specifically in reliance upon, these representations by your clients, the Soar Energy affiliated persons (Cory Decker and Brian Decker) (the “Soar Energy Individuals”) agreed to take below market salary compensation—and for several months, no salary at all—in order to operate the Company. Notwithstanding the foregoing, the Soar Energy Individuals each worked in excess of 50 hours/week dedicated to the success of the Company. The Soar Energy Individuals would not have agreed to take on these roles, with each foregoing lucrative alternative business opportunities, but for the representations and agreements by your clients set forth in the Operating Agreement.

Unbeknownst to the Soar Energy Individuals, however, Aveyo Direct and Wolves failed to meet their financial obligations under the terms of the Operating Agreement. In late-October 2024, Wolves wrote to Soar Energy informing the Soar Energy Individuals that the Company was out of money. Prior to this disclosure, Wolves maintained fundamental control over all Company financial information. After questioning Wolves on Company finances, Wolves for the first time disclosed that Wolves—and not Aveyo Direct itself—had made the capital contributions on behalf of Aveyo Direct, and that neither (Wolves nor Aveyo Direct) had come anywhere close to meeting their \$195,000/month continuing financial obligations to the Company.

Instead, Aveyo Direct and Wolves contributed, at best, \$15,000/month for only two (2) to three (3) employees. Whereas, a review of the Company’s P&L statements shows, *inter alia*, in excess of \$360,000 in additional employee salaries and fees, a large portion of which should have been covered—outside of P&L—by Aveyo Direct and Wolves.

In response, the Soar Energy Individuals informed Wolves and Aveyo Direct that the Soar Energy Individuals would be ceasing their employment functions at the Company. Moreover, since early-2024, the Soar Energy Individuals put their personal financial interests on hold in order to help operate the Company on a day-to-day basis. Thus, upon discovery of your clients’ perpetual breaches and deception, the Soar Energy Individuals had every right to cease day-to-day operational functions.

In sum, it is your clients—and certainly not Soar Energy—that have systemically breached their fiduciary duties to the Company. It is unclear what Mr. Roberts means in the Text Message when he suggests there are ongoing “legal proceedings.” Moreover, Soar Energy has not been served with a demand for arbitration, nor any other initiating document, but your clients will certainly realize the

Chad S. Pehrson, Esq.

Page 4

November 21, 2024

error of their ways very soon. Hopefully, that epiphany will come through this letter. But, if not, their enlightenment will arrive either through arbitral counterclaims, if an American Arbitration Association filing has already been made, and/or via Soar Energy filing for a restraining order charging Mr. Roberts (and likely others) with espionage and extortion, as discussed below.

Unlawful Conduct by Wolves/Mike Roberts

When Wolves and Aveyo Direct became members of the Company, Soar Energy—on its own volition and to aid in ramping up the Company—issued Wolves and Aveyo Direct personnel, *inter alia*, Soar Energy e-mail addresses and access to other Soar Energy technology, including Soar Energy’s Zoom account. It was explicitly understood, however, that such access to Soar Energy resources was strictly limited to matters that directly impacted on the ownership and operation of the Company.

Unbeknownst to Soar Energy, within the last several days, Wolves—via Mike Roberts—illegally accessed Soar Energy’s IT systems and reviewed, downloaded, and/or removed scores of hours of Zoom recordings. While Mr. Roberts was arguably permitted to access, review, and copy materials directly relating to the Company, *i.e.*, Company records, Mr. Roberts was not authorized—under any circumstances—to access, review, and possess non-Company information and records. Specifically, Mr. Roberts reviewed, copied, and now possesses detailed information on PropertyFi, a proprietary project of the Soar Energy Individuals that has no relation to the Company whatsoever.

In the Text Message, Mr. Roberts threatens to contact potential PropertyFi investors—and disparage the Soar Energy Individuals to those investors—in an effort to scuttle the PropertyFi project, unless Soar Energy pays \$12 million and relinquishes an equity stake in PropertyFi to settle this dispute. I am sure I do not have to explain it to you, but using unlawfully obtained information in an extortion enterprise is not just civilly actionable, but also has criminal implications as well.

To the extent Mr. Roberts, and anyone else to whom Mr. Roberts has passed such illicitly obtained information, does not immediately destroy all non-Company records and information illegally obtained, Soar Energy will seek to prosecute such persons, both civilly and criminally, for such wrongful retention. Soar Energy will also immediately seek injunctive relief (and appropriate consequential damages) if Mr. Roberts, or anyone else, intentionally interferes with PropertyFi or any other project/business deal where such conduct negatively impacts Soar Energy or the Soar Energy Individuals.

Conclusion

Soar Energy has consistently acted in the best interests of the Company, rendering your Letter’s “claims” entirely unfounded and the Text Message an explicit attempt at extortion. If all persons in possession of the illicitly obtained information, however, immediately agree to divest themselves of it, Soar Energy is willing to meet-and-confer on a resolution and a way forward for the Company.

Moreover, given your clients’ breaches of the Operating Agreement, Soar Energy could simply walk away from the Company and let it collapse, but Soar Energy does not want to do that. Indeed, Soar Energy believes strongly that the Company can and will succeed if all its members meet their

Chad S. Pehrson, Esq.

Page 5

November 21, 2024

respective obligations. But first, your clients must remove themselves from Soar Energy's business interests that have nothing to do with the Company, *i.e.*, PropertyFi.

On or before Monday, November 25, 2024, please let me know your clients' position on the unlawfully obtained records of Soar Energy. If I do not hear from you by then, I have been authorized to proceed with legal action directly against Mr. Roberts (and any other person that knowingly retains possession of such materials) in this regard. As any such action will fall outside the arbitration clause in the Operating Agreement, judicial intervention over Mr. Roberts conduct will be sought in an appropriate state or federal court.

My client sincerely hopes your clients come to their senses, and I stand ready to discuss these matters at your convenience.

*

*

*

The foregoing is not intended to be, and should not be considered, an exhaustive recitation of the factual and legal issues surrounding the matters referenced above. As such, Soar Energy specifically reserves, and does not hereby waive, any or all of its rights with respect to the matters set forth herein.

Be guided accordingly,

MEISTER SEELIG & FEIN PLLC

By: /s/
Benjamin D. Bianco

cc: Soar Energy Inc.
Mitchell Schuster, Esq.